

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
BOARD MEETING
December 8, 2022
9:00 a.m.**

**Meeting location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Boardroom**

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the Board provides for an opportunity for public comment at the beginning of each regular meeting. The Public may address the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the matter is on the Board's agenda but excluding pending procurement issues. Public Comment speakers that are present and have submitted their completed Public Comment form to the Recording Secretary at least 5 minutes prior to the scheduled start of the meeting will be called to speak. Each speaker shall be limited to 3 minutes. Any member of the public may also submit written comments which, if received during regular business hours at least 48 hours in advance of the meeting, will be included as part of the record and distributed to the Board members in advance of the meeting.

C. APPROVAL OF OCTOBER 13, 2022 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action item)

E. REPORTS

1. Chairman's Report
2. Treasurer's Report
3. Executive Director's Report

F. REGULAR AGENDA ITEMS

1. **LEADERSHIP TRANSITION** – *Commissioner Sean Parks, Chairman* (action item)
2. **BOARD MEMBER RECOGNITION** – *Laura Kelley, Executive Director* (info item)
3. **FISCAL YEAR 2022 FINANCIAL STATEMENTS** – *Michael Carlisle, Director of Accounting and Finance and Joel A. Knopp, Shareholder, MSL CPAs & Advisors* (action item)

(CONTINUED ON PAGE 2)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4. **BRIGHTLINE MIAMI TO ORLANDO UPDATE** – *Christine Kefauver, Senior Vice President of Corporate Development, Brightline (info item)*
5. **FLORIDA HIGHWAY PATROL DESK OFFICER PROGRAM** – *Chief Tim Roufa, Department of Highway Safety and Motor Vehicles – Division of Florida Highway Patrol (info item)*
6. **2045 MASTER PLAN** – *Glenn Pressimone, Chief of Infrastructure (action item)*

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at Iranetta.Dennis@CFXway.com at least three (3) business days prior to the event.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodations to participate in this proceeding, then they should contact the Central Florida Expressway Authority at (407) 690-5000 no later than two (2) business days prior to the proceeding.

Please note that participants attending meetings held at the CFX Headquarters Building may be subject to certain limitations and restrictions in order to adhere to the CDC guidelines and to ensure the safety and welfare of the public.

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES BOARD MEETING October 13, 2022

Location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Boardroom

A. CALL TO ORDER

The meeting was called to order at approximately 9:02 a.m. by Chairman Parks.

Board Members Present:

Commissioner Sean Parks, Lake County (Chairman)
Mayor Jerry Demings, Orange County (Vice Chairman)
Commissioner Lee Constantine, Seminole County (Treasurer)
Commissioner Brandon Arrington, Osceola County
Mayor Buddy Dyer, City of Orlando
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Victoria Siplin, Orange County
Commissioner Curt Smith, Brevard County

Board Members Not Present:

Jay Madara, Gubernatorial Appointment
Christopher "CJ" Maier, Gubernatorial Appointment

Staff Present at Dais:

Diego "Woody" Rodriguez, General Counsel
Laura Kelley, Executive Director
Mimi Lamaute, Board Recording Secretary

Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

B. PUBLIC COMMENT

- There were no public comments.
- There were no written public comments received by the deadline.

C. APPROVAL OF SEPTEMBER 8, 2022 BOARD MEETING MINUTES

A motion was made by Mayor Dyer and seconded by Commissioner Arrington to approve the September 8, 2022 Board Meeting Minutes as presented. The motion carried unanimously with all seven (7) board members in attendance voting AYE by voice vote. Mr. Madara, Mr. Maier and Mayor Demings were not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

CONSTRUCTION

1. Approval of Second Contract Renewal with Rummel, Klepper & Kahl, LLP for Systemwide Construction Engineering and Inspection (CEI) Services, Contract No. 001487 (Agreement Value: \$1,000,000.00)
2. Approval of Traffic Control Devices, LLC as a Subconsultant to Greenfield Diversified, LLC d/b/a Consulex for Systemwide Coatings Consultant Services, Contract No. 001706

HUMAN RESOURCES

3. Approval of Contract Award to BetterUp, Inc. for Software-As-A-Service, Contract No. 001962 (Agreement Value: \$65,000.00)

LEGAL

4. Approval of Replacement Temporary Access Easement between CFX, Brightline Trains Florida, LLC and Wharton Orlando 7707, LLC, Project: 528-1240, Parcel: 528-708
5. Approval of Notice of Extension between CFX and Orange County, Florida, Project: State Road 429

MAINTENANCE

6. Approval of Second Contract Renewal with Aero Groundtek LLC for Landscape Maintenance Services for SR 408, SR 417 and CFX's Headquarters, Contract No. 001680 (Agreement Value: \$1,900,747.01)
7. Approval of First Contract Renewal with Aero Grountek LLC for Landscape Maintenance Services – SR 429, SR 528, SR 451 and SR 414, Contract No. 001681 (Agreement Value: \$1,447,787.34)
8. Approval of American Lighting and Signalization, LLC and KNL Maintenance LLC as Subcontractors to Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453, Contract No. 001821

PUBLIC OUTREACH & COMMUNICATIONS

9. Approval of Supplemental Agreement No. 2 with Quest Corporation of America, Inc. for Public Information Services, Contract No. 001298 (Agreement Value: \$160,000.00)

TECHNOLOGY/TOLL OPERATIONS

10. Approval of Supplemental Agreement No. 13 with Atkins North America, Inc. for Toll System Upgrade Project, Contract No. 000821 (Agreement Value: not-to-exceed \$1,782,107.93)
11. Approval of Purchase Order to SHI International Corp. for Microsoft Office 365 and Microsoft Dynamics Licenses (Agreement Value: not-to-exceed \$840,318.47)
12. Approval of Purchase Order to SHI International Corp. for Striim Software and Support Services (Agreement Value: not-to-exceed \$57,891.72)

TRAFFIC OPERATIONS

13. Approval of Contract Award to 15 Lightyears, Inc. for Coral Hills Mainline Photovoltaic Deployment Design/Build Services, Project No. 414-473, Contract No. 001924 (Agreement Value: \$1,112,179.26)

A motion was made by Commissioner Arrington and seconded by Mr. Martinez to approve the Consent Agenda as presented. The motion carried unanimously with all seven (7) board members in attendance voting AYE by voice vote. Mr. Madara, Mr. Maier and Mayor Demings were not present.

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Parks commented on the following:

- Hurricane Ian;
- The next TeamFL meeting will be held in Tampa, Florida on Oct 27th and 28th.

2. TREASURER'S REPORT

Commissioner Constantine reported that as of the end of August, CFX's toll revenue year-to-date was \$109,000,000, which is 7% over budget and 9% over prior year.

Total Operations, Maintenance and Administration expenses were \$11,000,000 which is 6% under budget.

After debt service, the total net revenue available for projects for the year was \$63,000,000.

Mayor Demings arrived at this time 9:11 a.m.

3. EXECUTIVE DIRECTOR'S REPORT

Ms. Kelley provided the Executive Director's Report in written form.

In addition, Ms. Kelley expanded on the following:

- A report on the Hurricane Ian impacts was included in the Executive Director Report and later this morning in the Maintenance Update agenda item, there will be a presentation on the impacts of Hurricane Ian to the CFX system.
- CFX earned a Certificate of Achievement for excellence in financial reporting for the 17th consecutive year.
- Ms. Kelley announced that the United States Patent and Trademark Office has notified CFX that its patent application on the innovative solution CFX created for the Visitor Toll Pass ("VTP") program has been awarded.
- CFX will hold its annual chili cookoff following the November 10th board meeting. Proceeds will benefit hurricane relief.
- She introduced Mimi Lamaute, Board Service Coordinator, who presented several of the outstanding customer service comments from the past 30 days.

F. **REGULAR AGENDA ITEMS**

1. MAINTENANCE UPDATE

Mr. Don Budnovich, Director of Maintenance, detailed the impacts of Hurricane Ian on the CFX system. He provided an update on CFX's maintenance program which include infrastructure, roadway and bridge asset maintenance, landscape maintenance, facilities maintenance and other maintenance items including traffic signals, road ranger program, bridge structure inspections, sign structure inspections and right of way permit inspections. Mr. Budnovich described the changes implemented since October 2020.

The Board members asked questions which were answered by Mr. Budnovich.

(This item was presented for information only. No action was taken by the Board.)

2. **FLORIDA TRANSPORTATION COMMISSION REPORT UPDATE**

Ms. Michelle Maikisch, Chief of Staff/Public Affairs Officer, provided an update on the Florida Transportation Commission (“the Commission”). She detailed the Commission’s background and the role of the Commission as it relates to CFX.

Ms. Maikisch also provided FY 2021 CFX highlights that were reported to the Commission.

(This item was presented for information only. No action was taken by the Board.)

3. **SUSTAINABILITY PROGRAM UPDATE**

Mr. Bryan Homayouni, Director of Intelligent Transportation Systems, provided a brief update on the ongoing sustainability efforts. Mr. Homayouni explained the current and upcoming updated study, current workplan sustainability projects, existing facilities, the new locations, deployment of electric vehicle charging stations, sustainability concepts and illustrated the locations of the ongoing and planned projects.

(This item was presented for information only. No action was taken by the Board.)

G. **BOARD MEMBER COMMENT**

The following Board Members commented:

- Chairman Parks;
- Commissioner Siplin;
- Commissioner Arrington; and
- Commissioner Smith.

Chairman Parks announced the next Board Meeting is scheduled for November 10, 2022.

H. ADJOURNMENT

Chairman Parks adjourned the meeting at approximately 10:02 a.m.

Commissioner Sean Parks
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2022.

Pursuant to the Florida Public Records Law and the CFX Records & Information Management Program Policy, audiotapes of all Board and applicable Committee meetings are maintained and available upon request to the Custodian of Public Records at (407) 690-5326, PublicRecords@CFXway.com, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, www.CFXway.com.

D.

Consent Agenda

CONSENT AGENDA

(Includes November and December 2022. Underlined items represent the new items added for December.)
December 8, 2022

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:

<u>Project 417-142</u>	<u>Prince Contracting, Inc.</u>	<u>\$ 389,512.46</u>
Project 528-143	SEMA Construction, Inc.	\$ 175,927.01
Project 417-141	Hubbard Construction Company	\$ 94,449.07
Project 599-419	Kenyon & Partners, Inc.	(\$ 129,195.97)
<u>Project 429-153</u>	<u>SEMA Construction, Inc.</u>	<u>\$1,287,904.81</u>
<u>Project 417-151</u>	<u>Ranger Construction Industries, Inc.</u>	<u>(\$ 156,023.89)</u>
2. Approval of Purchase Order to SEMA Construction, Inc. for Material Price Index Adjustments for SR 528/SR 436 Interchange Improvements & SR 528 Widening from SR 436 to Goldenrod Road, Project 528-143 (Agreement Value: not-to-exceed \$1,003,932.44)
3. Approval of Purchase Order to Sice, Inc. for Material Price Index Adjustments for DMS Replacement Project, Project 599-545a (Agreement Value: \$48,053.11)

ENGINEERING

4. Approval of Second Contract Renewal with Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145 (Agreement Value: \$6,411,550.00)
5. Approval of Geodata Consultants, Inc as Subconsultant to Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145
6. Approval of Supplemental Agreement No. 4 with The Balmoral Group, LLC for Design Consultant Services for SR 528 Widening from Narcoossee Road to SR 417, Project No. 528-160, Contract No. 001589 (Agreement Value: not-to-exceed \$24,933.63)
7. Approval of Supplemental Agreement No. 3 with G-A-I Consultant, Inc. for Design Consultant Services for Poinciana Parkway Extension – Segment 2, Project No. 538-235, Contract No. 001648 (Agreement Value: \$326,459.01)
8. Approval of Supplemental Agreement No. 2 with Scalar Consulting Group, Inc. for Design Consultant Services for SR 528 Widening from Goldenrod Road to Narcoossee Road, Project No. 528-168, Contract No. 001742 (Agreement Value: \$107,824.96)
9. Approval of Lerch Bates Inc. as a Subconsultant to Avant Engineering Group LLC for Miscellaneous Design Consultant Services (SSBE), Contract No. 001835

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

10. Approval of Classen Graphics Infrastructure Development, LLC as a Subconsultant to Protean Design Group, Inc. for Miscellaneous Design Consultant Services (SSBE), Contract No. 001836
11. Approval of Contract Award to Moffatt & Nichol, Inc. for Design Consultant Services for SR 408 Eastbound Lane Addition - Orange Blossom Trail (US 441) to I-4, Project No. 408-315A, Contract No. 001905 (Agreement Value: \$4,400,000.00)
12. Approval of Contract Award to RS&H, Inc. for Design Consultant Services for SR 534 Segment 3 – East of Jim Branch Creek to Narcoossee Road, Project No. 534-243, Contract No. 001921 (Agreement Value: \$9,200,000.00)
13. Approval of Final Ranking and Authorization for Negotiations for Design Services for SR 534 Segment 2 – Laureate Blvd. to East of Jim Branch Creek, Project No. 534-242, Contract No. 001951
14. Approval of Contract Award to Chinchor Electric, Inc. for Systemwide One-Way Sign Replacements, Project No. 599-649, Contract No. 001954 (Agreement Value: \$304,146.31)
15. Approval of Contract Award to S.A. Casey Construction, Inc. for CFX's Headquarters Building Retrofits, Project No. 408-430, Contract No. 001957 (Agreement Value: \$765,000.00)
16. Approval of Mitigation Credit Purchases with Reedy Creek Mitigation Land Bank, L.C. for Project No. 516-238 (Agreement Value: not-to-exceed \$1,094,000.00)
17. Approval of Mitigation Credit Purchases with Twin Oaks Mitigation Bank for Project No. 516-238 (Agreement Value: not-to-exceed \$2,470,000.00)

FINANCE

18. Approval of Second Contract Renewal with Wells Fargo Bank, N.A. for Banking Services, Contract No. 001496 (Agreement Value: \$1,470,000.00)
19. Approval of Contract Award to PFM Financial Advisors LLC for Financial Advisor Services, Contract No. 001968 (Agreement Value: \$895,000.00)

INTERNAL AUDIT

20. Acceptance of Internal Audit Reports:
 - a. Fiscal 2023 Internal Audit Charter
 - b. Fiscal 2022 Right of Way Audit
 - c. Fiscal 2022 Secure Code Review
 - d. Fiscal 2022 Microsoft Cloud Review

LEGAL

21. Approval of Agreement Regarding Modification of Drainage Easement between the CFX and Elysian Luxury Living, LLC, Project: 429-653, Parcel No. 808

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

22. Approval of Resolution Declaring Property as Surplus Property Available for Exchange, Authorizing the Transfer of Surplus Property to the City and Property Exchange Agreement between CFX, City of Apopka, Florida, and Bluescope Properties Group LLC, Project No. 429-201, Parcel No.150
23. Approval of Universal Engineering Sciences, LLC as Subconsultant to Lowndes, Drosdick, Dexter, Kantor & Reed, P.A. for Right of Way Counsel Service, Contract No. 001792

MAINTENANCE

24. Approval of Second Contract Renewal with Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension, Contract No. 001151 (Agreement Value: \$4,368,157.92)
25. Approval of Cooperative Purchase Agreement with Converjint Technologies LLC for Systemwide Electronic Security System Services, Contract No. 001969 (Agreement Value: not-to-exceed \$450,000.00)
26. Approval of Purchase Order to Greenway Ford, Inc. for Two Maintenance Vehicles (Agreement Value: \$89,905.90)

PUBLIC OUTREACH & COMMUNICATIONS

27. Approval of Contract Award to Quest Corporation of America, Inc. for Public Information Services, Contract No. 001935 (Agreement Value: \$3,792,336.92)
28. Approval of Contract Award to The Valerin Group, Inc. for Public Information Miscellaneous Services (SSBE), Contract No. 001949 (Agreement Value: \$1,849,840.00)
29. Approval of Contract Award to Day Communications, Inc. for Public Outreach Education and Communications Consultant Services (SSBE), Contract No. 001950 (Agreement Value: \$4,492,375.00)

PUBLIC RECORDS

30. Approval of Second Contract Renewal with Access Information Management Corporation for Offsite Records Storage Services, Contract No. 001523 (Agreement Value: \$0)

TECHNOLOGY/TOLL OPERATIONS

31. Approval of Purchase Order to ConvergeOne, Inc. for Teams Migration Project, Project No. 599-555C (Agreement Value: not-to-exceed \$250,118.28)
32. Approval of Purchase Order to SHI International Corp. for Microsoft Power Apps Licenses, Project No. 599-532 (Agreement Value: not-to-exceed \$51,068.00)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

33. Approval of Purchase Order to Dasher Technologies for Server and Equipment Maintenance and Support Services for the Infinity Toll Collection System (Agreement Value: not-to-exceed \$446,750.26)
34. Approval of Third Contract Renewal with Shimmick Construction Company, Inc. for Toll Facilities Operations and Management Services, Contract No. 001661 (Agreement Value: \$18,927,629.52)
35. Approval of Contract Award to A-to-Be USA LLC for Visitor Toll Pass (VTP) Kiosks, Project No. 599-570, Contract No. 001940 (Agreement Value: \$1,043,600.00)

TRAFFIC OPERATIONS

36. Approval of Purchase Order to Temple, Inc. for SpeedLane Pro Sensors for the Traffic Monitoring Station Replacement Project, Project No. 599-564 (Agreement Value: \$496,512.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from: October 16, 2022 through December 4, 2022
 1. 414-208: SR 414 Expressway Extension – Design
 2. 599-180: Apopka Lane Drainage Improvements
 3. 599-526D: Design Consultant Services for Wrong Way Driving Countermeasures
 4. 599-645: Systemwide Trailblazers Upgrades
 5. 599-765: Systemwide Ramp Plaza Roof Replacements
 6. Financial Advisor Services

The following items are for information only and are subject to change:

- B. The following is a list of anticipated advertisements (3-4 month look ahead)
 1. 408-174: SR 408 East Bound Widening from Pine Hills to Church Street - Design
 2. 408-175: SR 408 Widening from I-4 to Goldenrod Road – Design
 3. 408-428: CFX HQ Lighting Retro Commissioning - Construction
 4. 408-566: Video Wall Replacement
 5. 417-407: Photovoltaic Deployment at Mainline Plazas – Design/Build
 6. 429-309: SR 429 Binion Road Interchange – Design
 7. 599-171: Systemwide Median Protection Improvements – Construction
 8. 599-177: Brightline Revision Narcoossee Underlight - Construction
 9. 599-416C: McCoy Road Facility Building Reconstruction – Construction
 10. 599-426: Systemwide Generator Replacements – Construction
 11. 599-426A: Mainline Generator Replacements- Construction
 12. 599-524: Layer 2 Switch Equipment
 13. 599-571: Systemwide Miscellaneous ITS Upgrades - Design
 14. 599-646: Systemwide Guide Sign and Lighting Upgrades – Construction
 15. 599-646A: Misc. Overhead Signs SR 417/429 - Construction
 16. 599-646A: Miscellaneous Overhead Signs SR 417/SR 429 - Construction
 17. 599-659: Systemwide Wrong-Way Driving Improvements - Construction
 18. Bond Counsel Services
 19. D/M/WBE Financial Advisor

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

20. Disclosure Counsel Services
21. Out Parcel Mowing – SR 414, SR 429, SR 451 & SR 453
22. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
23. Right of Way Counsel Services
24. Supplier Diversity Consultant
25. Underwriter Pool


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E.
Director of Construction 


DATE: November 18, 2022

SUBJECT: Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information is attached.

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) Dec 2022	Total Amount (\$) to Date*	Time Increase or Decrease
417-142	Prince Contracting, Inc.	SR 528/SR 436 Interchange Improvements & SR 528 Widening	\$ 116,845,417.00	\$ 595,647.38	\$ 389,512.46	\$ 117,830,576.84	0
528-143	SEMA Construction, Inc.	SR 528/SR 436 Interchange Improvements & SR 528 Widening	\$ 106,520,000.00	\$ 2,005,399.71	\$ 175,927.01	\$ 108,701,326.72	0
417-141	Hubbard Construction Company	SR 417 Widening from International Drive to John Young Parkway	\$ 81,671,607.60	\$ 234,897.86	\$ 94,449.07	\$ 82,000,954.53	0
599-419	Kenyon & Partners, Inc.	SR 408, 429, 414 A/C Replacements	\$ 1,585,054.73	\$ -	\$ (129,195.97)	\$ 1,455,858.76	0
429-153	SEMA Construction, Inc.	SR429 Widening West Rd to SR 414/CR437A	\$ 127,180,000.00	\$ -	\$ 1,287,904.81	\$ 128,467,904.81	0
417-151	Ranger Construction Industries, Inc.	SR 417 Widening from Boggy Creek Road to Narcoossee Road	\$ 61,810,653.72	\$ -	\$ (156,023.89)	\$ 61,654,629.83	0
TOTAL					\$ 1,662,573.49		

* Includes Requested Amount for this current month. Total to Date does not include costs for material escalations or project incentives-disincentives.

Reviewed By: 

 Glenn M. Pressimone, P.E., Chief of Infrastructure

Project 417-142: SR 417 Widening from John Young Pkwy to Landstar Blvd
Prince Contracting, Inc.
SA 417-142-1222-05

Footings for Median Concrete Barrier Transition Segments at Overhead Sign Structures

Additional detail was provided for adding footings to be constructed at the variable height median barrier transitions at overhead sign structures.

ADD THE FOLLOWING ITEMS:

Footings for Median Concrete Barrier Transitions at Overhead Sign Structures	\$	53,130.00
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Alternate Shoulder Concrete Barrier Wall

The Contractor requested to construct an alternate design for divided median barrier wall. This change resulted in a reduction of cost that is provided as a credit to CFX.

DECREASE THE FOLLOWING ITEMS:

Shoulder Concrete Barrier, 38" or 44" Height	\$	(1,772,886.00)
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ADD THE FOLLOWING ITEMS:

Alternate Shoulder Concrete Barrier	\$	1,744,365.66
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SUBTOTAL THIS CHANGE:

	\$	<u>(28,520.34)</u>
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Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of March 2022 - September 2022. During this period of time \$21,261,327.81 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Fuel Price Index Adjustments: March 2022 to September 2022	\$	364,902.80
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TOTAL AMOUNT FOR PROJECT 417-142

	\$	<u>389,512.46</u>
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**Project 528-143: SR 528/SR 436 Interchange Improvements & SR 528 Widening from SR 436 to Goldenrod Rd.
SEMA Construction, Inc.
SA 528-143-1222-09**

High Tension Cable Barrier (HTCB) End Terminal

The Engineer determined that a block foundation was to be utilized in lieu of drilled shaft foundations for the High Tension Cable Barrier End Terminal system. The total final compensation for this work is based on the actual labor, materials and equipment required to construct the system.

ADD THE FOLLOWING ITEM:

High Tension Cable Barrier (HTCB) End Terminal	\$ 185,920.11
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Final Quantities of the Work

Adjust contract quantities to reflect the actual final authorized or field measured quantities installed under the contract.

DECREASE THE FOLLOWING ITEMS:

High Tension Cable Barrier System – Length of Need Segment	\$ (280.00)
High Tension Cable Barrier System – Concrete Mow Strip	\$ (11,764.00)
	<u>\$ (12,044.00)</u>

Fuel Adjustments for Final Quantities

The Contract has provisions for fuel price index adjustments. Based on the final measured quantities constructed, the following adjustment is necessary.

ADD THE FOLLOWING ITEM:

Fuel Adjustments for Final Measured Quantities	\$ 2,050.90
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Total Amount For Project 528-143	<u>\$ 175,927.01</u>
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Project 417-141: SR 417 Widening from International Drive to John Young Parkway
Hubbard Construction Company
SA No.: 417-141-1222-04

Footing for Median Concrete Barrier Transition Segments at Overhead Sign Structures and Bridge Approaches

Additional detail was provided for footing sections of the variable height median barrier transitions at overhead sign structures and at the variable width median barrier wall at bridge approaches.

ADD THE FOLLOWING ITEMS:

Footing for Median Concrete Barrier Transitions at Overhead Sign Structures	\$	70,067.50
Footing for Median Concrete Barrier Transitions at Bridge Approach Slabs	\$	10,698.65
	\$	<u>80,766.15</u>

Wrong Way Driving System Upgrades

Upgrade the Wrong Way Driving System to replace the static Wrong Way Driving sign and rectangular flashing beacons with revised LED blinking Wrong Way Driving Signs at each of the four (4) sites on the project.

ADD THE FOLLOWING ITEM:

Wrong Way Driving System Upgrades	\$	13,682.92
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TOTAL AMOUNT FOR PROJECT 417-141

\$ 94,449.07

Project 599-419: AC Replacement for Toll Plazas on SR 408, SR 429, & SR 414
Kenyon & Partners, Inc.
SA 599-419-1222-01

Mainline Toll Plazas Computer Room Exhaust Vents

Exhaust vents were installed in the computer rooms of 14 mainline toll plaza administration buildings. The vents will accommodate supplemental air conditioning when necessary.

ADD THE FOLLOWING ITEM:

Mainline Toll Plazas Computer Room Exhaust Vents	\$ 13,300.00
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Hiawassee Mainline Toll Plaza AC Unit Credit Adjustment

Upon completion of servicing, it was determined that the existing air conditioning unit at the Hiawassee Mainline Plaza was in adequate condition to remain in place. The unit ordered for this plaza was returned to the supplier.

ADD THE FOLLOWING ITEM:

Hiawassee Mainline Toll Plaza AC Unit Credit Adjustment	\$ (41,107.52)
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Pine Hills Mainline Plaza Motorized Hood for Rooftop AC Unit

The Pine Hills Mainline Plaza rooftop units required a motorized hood for outside air dampers and outside air intakes.

ADD THE FOLLOWING ITEM:

Pine Hills Mainline Plaza Motorized Hood for Rooftop AC Units	\$ 3,498.04
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Upgrade Existing Circuit Breaker at Hiawassee Mainline Plaza

The new air conditioning unit at the Hiawassee Mainline Toll Plaza Administration Building required an upgrade to the existing circuit breaker.

ADD THE FOLLOWING ITEM:

Upgrade Existing Circuit Breaker at Hiawassee Mainline Plaza	\$ 1,139.51
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Adjust Existing Contract Pay Item Quantities

Adjust contract quantities to reflect the actual final authorized or field measured quantities installed under the contract.

ADJUST THE FOLLOWING ITEM:

Allowance for Disputes Review Board	\$ (10,000.00)
Work Order Allowance	\$ (96,026.00)
	<u>\$ (106,026.00)</u>

TOTAL AMOUNT FOR PROJECT 599-419

\$ (129,195.97)

Project 429-153: SR 429 Widening from West Road to SR 414
SEMA Construction, Inc.
SA No.: 429-153-1222-01

Bridge 2 Substructure Plan Quantity Changes, Plan Revision 2

The SR 429 Bridge, Bridge 2, over McCormick Road plan changes to the quantities of concrete and steel in the substructure cap.

DECREASE THE FOLLOWING ITEMS:	
Concrete Class IV, Bridge Substructure	\$ (3,000.00)
INCREASE THE FOLLOWING ITEMS:	
Reinforcing Steel, Bridge Substructure	\$ 336.95
SUBTOTAL THIS CHANGE:	\$ (2,663.05)

SR 429 and Ramps Embankment Plan Quantity Changes, Plan Revision 3

SR 429 and associated ramps embankment fill quantity changes due to field conditions and corrections to plan quantity.

INCREASE THE FOLLOWING ITEMS:	
Embankment	\$ 48,708.00

Median Barrier Wall Plan Plan Quantity Changes, Plan Revision 3

Modifications to mainline median barrier wall height throughout the project.

ADD THE FOLLOWING ITEM:	
Median Concrete Barrier Wall, 44"	\$ 430,248.24
INCREASE THE FOLLOWING ITEMS:	
Median Concrete Barrier Wall, Short Grade-Separated	\$ 32,760.00
DECREASE THE FOLLOWING ITEMS:	
Median Concrete Barrier Wall, Tall Grade-Separated	\$ (106,080.00)
Median Concrete Barrier Wall, Variable Width	\$ (276,920.00)
	<u>\$ (383,000.00)</u>
SUBTOTAL THIS CHANGE:	\$ 80,008.24

Aggregate Underdrain System Construction, Plan Revision 3

Underdrain system with aggregate material for drainage to match the existing underdrain system currently under SR 429.

ADD THE FOLLOWING ITEM:	
Underdrain Dewatering	\$ 64,457.45
Underdrain Dewatering Monthly Cost	\$ 37,290.36
Course Aggregate (material and delivery)	\$ 407,853.60
Course Aggregate (Placement and Grading)	\$ 447,308.40
Type B-12.5 Base Group 04	\$ 342,374.56
Milling Existing Asphalt Pavement, 7 1/4" avg depth	<u>\$ 69,587.25</u>
	\$ 1,368,871.62

INCREASE THE FOLLOWING ITEMS:

Regular Excavation	\$ 3,946.00
Superpave asphaltic concrete, traffic level D	\$ 54,900.00
Underdrain, Type II	\$ 376.00
Underdrain outlet pipe 6"	\$ 2,080.00
	<u>\$ 61,302.00</u>

DECREASE THE FOLLOWING ITEMS:

Type B Stabilization	\$ (63,460.00)
Optional Base, Base Group 4	\$ (49,882.00)
Optional Base, Base Group 10	\$ (154,980.00)
	<u>\$ (268,322.00)</u>

SUBTOTAL THIS CHANGE: \$ 1,161,851.62

TOTAL AMOUNT FOR PROJECT 429-153 **\$ 1,287,904.81**

Project 417-151: SR 417 Widening from Boggy Creek Road to Narcoossee Road
Ranger Construction Industries, Inc.
SA 417-151-1222-01

Lighting Spread Footers

Compensation to the Contractor for additional cost associated with the construction of spread footer foundations required at seventeen (17) locations due to drainage pipe conflicts.

ADD THE FOLLOWING ITEMS:

Lighting Spread Footers	\$	206,606.28
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Sound Wall Subsoil Excavation/Embankment

Compensation to the Contractor for additional cost associated with the removal of unsuitable material and replaced with embankment.

ADD THE FOLLOWING ITEMS:

Subsoil Excavation and Embankment	\$	184,175.83
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Plan Revisions Quantity Adjustments

The following are adjustments to pay item quantities due to Plan Revision No. 01 and Plan Revision No. 03.

INCREASE THE FOLLOWING ITEMS:

Median Concrete Barrier, Variable Section Width for Sign Or Pier Shielding	\$	27,575.00
Conduit Open Trench	\$	240.30
Conduit Embedded Concrete Barriers and Traffic Railings	\$	28,321.50
Pull & Splice Box 13" X 24" Cover Size	\$	952.00
Conduit (Underground) (2-2" Sch 40 PVC) (90 Degree Sweep, Trench)	\$	360.00
Conduit (Underground) (4-2" Sch 40 PVC)	\$	251.00
Conduit (Aboveground) (2-2" RGS)	\$	3,832.00
Conduit (Aboveground) (4-2" RGS)	\$	455.00
Electrical Power Transformer	\$	3,100.00
Lighting Conductors Insulated No. 8-6	\$	5,137.00
Dynamic Message Sign System (PTSU LCS) (Front Access)	\$	202,300.00
	\$	<u>272,523.80</u>

DECREASE THE FOLLOWING ITEMS:

Superpave Asphaltic Conc, Traffic D	\$	(340,298.40)
Median Concrete Barrier, Short Grade-Separated	\$	(7,960.00)
Conduit (F&I) (Underground) (3-2" Sch 40 Pvc) (90 Degree Sweep, Trench)	\$	(679.00)
Conduit (F&I) (Aboveground) (3-2" Rgs)	\$	(6,001.00)
Electrical Service Disconnect (Adjust)	\$	(6,030.00)
Lighting Conductors, F&I, Insulated, No 4 To No 2	\$	(4,817.40)
Light Pole Complete, Furnish & Install Standard Pole Standard Foundation, 40' Mounting	\$	(36,800.00)
Light Pole Cable Distribution System, Wall Mount	\$	(744.00)
Dynamic Message Sign System (PTSU Incident Management) (Led) (3-Line) (Front	\$	(416,000.00)
	\$	<u>(819,329.80)</u>

SUBTOTAL THIS CHANGE:	\$	(546,806.00)
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<u>TOTAL AMOUNT FOR PROJECT 417-151</u>	<u>\$</u>	<u>(156,023.89)</u>
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CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, PE
Director of Construction 


DATE: November 3, 2022

SUBJECT: Approval of Purchase Order to SEMA Construction, Inc. for Material Price Index Adjustments for SR 528/SR 436 Interchange Improvements & SR 528 Widening from SR 436 to Goldenrod Road, Project 528-143

Board approval is requested to issue a purchase order to SEMA Construction, Inc. for material price index adjustments for the SR 528/SR 436 Interchange Improvements & SR 528 Widening from SR 436 to Goldenrod Project in the amount of \$1,003,932.44.

The adjustments are an effort to mitigate the effects of unprecedented escalations in the cost of construction materials after execution of contracts, the Florida Department of Transportation (FDOT) established cost indices for certain materials. CFX is allowing contractors who meet the FDOT established criteria to adopt these cost indices.

The following items have been adjusted: steel guardrail; aluminum, PVC, copper; rebar and prestressing strand; and steel sign structures and mast arms.

Reviewed by:  _____
Glenn Pressimone, PE
Chief of Infrastructure



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street

KEVIN J. THIBAUT, P.E.
SECRETARY

Tallahassee, FL 32399-0450

January 28, 2022

DCE MEMORANDUM NO. 22-03
(FHWA Approved 1/28/2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Director, Office of Construction

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: STEEL GUARDRAIL MATERIAL PRICE INDEX

Due to recent volatility in prices of steel guardrail materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for steel guardrail as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new steel guardrail materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certification of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity. For example, double faced guardrail will have a certification quantity half that of the invoice quantity.
8. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.
9. Material price adjustments will not be made for 3rd party damages.

Construction contracts executed between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the Line-Item Adjustment Type Material Price Adjustment Guardrail – MPAG in SiteManager.

This memorandum serves as blanket approval to process a \$0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

DH/aa

www.fdot.gov

MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

9-2.1.3 Material Adjustments for Steel Guardrail: The Department will make price adjustments for steel guardrail materials included in the list of Pay Items attached to DCE Memo 22-03 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 21-XX. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15th of each month at the following URL:

<https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for steel guardrail materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference = $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$ when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference = $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$ when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street

KEVIN J. THIBAUT, P.E.
SECRETARY

Tallahassee, FL 32399-0450

February 7, 2022

DCE MEMORANDUM NO. 22-04
(FHWA Approved 02/03/2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Director, Office of Construction

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: ALUMINUM, PVC, AND COPPER MATERIAL PRICE INDICES

Due to recent volatility in prices of aluminum, PVC, and copper materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for aluminum, PVC, and copper as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new aluminum, PVC, and copper materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity. For example, invoice quantity for conduit will be greater than contract quantity when multiple runs are required.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to aluminum, PVC, and copper. Contractors may not elect to apply this Specification to one included material, but not others.

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Aluminum – MPAA
- Material Price Adjustment PVC – MPAP
- Material Price Adjustment Copper – MPAC

This memorandum serves as blanket approval to process a \$0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

DH/aa

www.fdot.gov

MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

9-2.1.3 Material Adjustments for Aluminum, PVC, and Copper: The Department will make price adjustments for aluminum, PVC, and copper materials included in the list of Pay Items attached to DCE Memo 22-04 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 21-XX. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15th of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for aluminum, PVC, and copper materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference = $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$ when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference = $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$ when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

March 17, 2022

DCE MEMORANDUM NO. 22-05
(FHWA Approved March 17, 2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Chief Engineer

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

Due to recent volatility in prices of rebar and prestressing strand materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for rebar and prestressing strand as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new rebar and prestressing strand materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to rebar and prestressing strand. Contractors may not elect to apply this Specification to one material, but not others.
9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Steel – MPAS

This memorandum serves as blanket approval to process a \$0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

DH/aa

www.fdot.gov

MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

9-2.1.4 Material Adjustments for Rebar and Prestressing Strand: The Department will make price adjustments for rebar and prestressing strand materials included in the list of Pay Items attached to DCE Memo 22-05 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 22-05. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15th of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for rebar and prestressing strand materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference = $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$ when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference = $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$ when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 22, 2022

REVISED DCE MEMORANDUM NO. 22-05

(FHWA Approved 6/17/22)

TO: DISTRICT CONSTRUCTION ENGINEERS
FROM: Tim Lattner, P.E., Director, Office of Construction
COPIES: Dan Hurtado, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

DocuSigned by:
Tim Lattner
C7704ED8972C440...

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

The material price adjustments for prestressed beams have been revised to appropriately reflect material cost impacts. The factor for prestressed beams is changed from 0.51 to 0.24. All other factors and requirements in DCE Memo 22-05 remain in effect.

The contractor must submit revised certifications for the affected pay items. Applicable adjustments that have been applied to monthly estimates must be corrected to the new factor with a negative Line-Item Adjustment on the next monthly estimate. Applicable adjustments on contracts final accepted prior to the date of this revised memo will remain without modification.

A revised certification and additional project specific guidance for MPAs can be found on the Department's website: <https://www.fdot.gov/construction/material-price-adjustment>.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

TL/aa



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 20, 2022

DCE MEMORANDUM NO. 22-11
(FHWA Approved 7-18-22)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Tim Lattner, P.E., Director, Office of Construction For Tim
Lattner, P.E.

DocuSigned by:
Tim Lattner
47050742AE004DA...

COPIES: Dan Hurtado, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: STEEL SIGN STRUCTURES AND MAST ARMS MATERIAL PRICE INDICES

Due to recent volatility in prices of steel sign structures and mast arms materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for steel sign structures and mast arms as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new steel sign structures and mast arms materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For material purchased by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For material purchased by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values for design build contracts.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to steel sign structures and mast arms. Contractors may not elect to apply this Specification to one pay item, but not others.
9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.
10. Additional project specific guidance for MPAs can be found on the Department's website: <https://www.fdot.gov/construction/material-price-adjustment>

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Steel – MPAS

This memorandum serves as blanket approval to process a \$0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

TL/aa

www.fdot.gov

MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

9-2.1.4 Material Adjustments for Steel Sign Structures and Mast arms: The Department will make price adjustments for steel sign structures and mast arms materials included in the list of Pay Items attached to DCE Memo 22-11 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 22-11. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15th of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for steel sign structures and mast arms materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference = $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$ when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference = $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$ when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.


The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E. 
Director of Construction

DATE: November 18, 2022

SUBJECT: Approval of Purchase Order to Sice, Inc. for Material Price Index Adjustments
Project 599-545a: DMS Replacement Project

Board approval is requested to issue a purchase order to Sice, Inc. for material price index adjustments for the DMS Replacement project in the amount of \$48,053.11.

The adjustments are an effort to mitigate the effects of unprecedented escalations in the cost of construction materials after execution of contracts, the Florida Department of Transportation (FDOT) established cost indices for certain materials. CFX is allowing contractors who meet the FDOT established criteria to adopt this cost indices.

The following items have been adjusted: PVC, copper; and rebar and prestressing strand.

Reviewed by:  _____



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

February 7, 2022

DCE MEMORANDUM NO. 22-04
(FHWA Approved 02/03/2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Director, Office of Construction

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: ALUMINUM, PVC, AND COPPER MATERIAL PRICE INDICES

Due to recent volatility in prices of aluminum, PVC, and copper materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for aluminum, PVC, and copper as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new aluminum, PVC, and copper materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity. For example, invoice quantity for conduit will be greater than contract quantity when multiple runs are required.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to aluminum, PVC, and copper. Contractors may not elect to apply this Specification to one included material, but not others.

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Aluminum – MPAA
- Material Price Adjustment PVC – MPAP
- Material Price Adjustment Copper – MPAC

This memorandum serves as blanket approval to process a \$0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

DH/aa

www.fdot.gov

MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

9-2.1.3 Material Adjustments for Aluminum, PVC, and Copper: The Department will make price adjustments for aluminum, PVC, and copper materials included in the list of Pay Items attached to DCE Memo 22-04 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 21-XX. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15th of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for aluminum, PVC, and copper materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference = $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$ when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference = $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$ when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

March 17, 2022

DCE MEMORANDUM NO. 22-05
(FHWA Approved March 17, 2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Chief Engineer

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

Due to recent volatility in prices of rebar and prestressing strand materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for rebar and prestressing strand as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new rebar and prestressing strand materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to rebar and prestressing strand. Contractors may not elect to apply this Specification to one material, but not others.
9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Steel – MPAS

This memorandum serves as blanket approval to process a \$0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

DH/aa

www.fdot.gov

MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

9-2.1.4 Material Adjustments for Rebar and Prestressing Strand: The Department will make price adjustments for rebar and prestressing strand materials included in the list of Pay Items attached to DCE Memo 22-05 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 22-05. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15th of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for rebar and prestressing strand materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference = $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$ when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference = $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$ when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 22, 2022

REVISED DCE MEMORANDUM NO. 22-05

(FHWA Approved 6/17/22)

TO: DISTRICT CONSTRUCTION ENGINEERS
FROM: Tim Lattner, P.E., Director, Office of Construction
COPIES: Dan Hurtado, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

DocuSigned by:
Tim Lattner
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SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

The material price adjustments for prestressed beams have been revised to appropriately reflect material cost impacts. The factor for prestressed beams is changed from 0.51 to 0.24. All other factors and requirements in DCE Memo 22-05 remain in effect.

The contractor must submit revised certifications for the affected pay items. Applicable adjustments that have been applied to monthly estimates must be corrected to the new factor with a negative Line-Item Adjustment on the next monthly estimate. Applicable adjustments on contracts final accepted prior to the date of this revised memo will remain without modification.

A revised certification and additional project specific guidance for MPAs can be found on the Department's website: <https://www.fdot.gov/construction/material-price-adjustment>.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.


TL/aa

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 26, 2022

SUBJECT: Approval of Second Contract Renewal with Dewberry Engineers, Inc.
for General Engineering Consultant Services
Contract No. 001145


Board approval is requested for the second renewal of the referenced contract with Dewberry Engineers, Inc. in the amount of \$6,411,550.00 for one year beginning on December 9, 2022 and ending December 8, 2023. The original contract was for five years with five one-year renewals.

The work to be performed is general engineering consultant services.

Original Contract	\$17,500,000.00
Supplemental Agreement No. 1	\$ 8,345,000.00
Supplemental Agreement No. 2	\$ 6,750,000.00
First Renewal	\$16,946,240.00
Second Renewal	<u>\$ 6,411,550.00</u>
Total	\$55,952,790.00

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001145**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of December 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Dewberry Engineers, Inc., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the “Original Agreement”), with a Notice to Proceed date of December 9, 2016, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on December 9, 2022 and end on December 8, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term.** The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “C”** attached, in an amount up to \$6,411,550.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

DEWBERRY ENGINEERS, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2022 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____



September 15, 2022

Mr. Glenn M. Pressimone, P.E.
 Chief of Infrastructure
 Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, FL 32807

RE: GENERAL ENGINEERING CONSULTANT SERVICES (#001145)
Calendar Year 2023 –1-Year Renewal

Dear Mr. Pressimone:

Please find enclosed a fee estimate for the 2023 one-year renewal for the Central Florida Expressway Authority Agreement for General Engineering Consultant (GEC) Services (Agreement #001145). This fee estimate is based on historical scope and efforts for Tasks 1,2,3,4,5 and 7. Task 6 estimate is based on the new projects/project phases included in the recently adopted FY 2023 – FY 2027 Five-Year Work Plan. The new project/project phases have a total design and construction cost over \$382 million.

See attached for the budgeted fees breakdown and estimation of the fees.

The total funding for Agreement is summarized as follows:

Original authorized amount	\$17,500,000.00
Amount of previous supplemental agreements	\$32,041,240.00
Amount of requested supplemental agreement/renewal	<u>\$ 6,411,550.00</u>
Total requested/authorized adjustments	\$38,452,790.00
Total requested/authorized to date	\$55,952,790.00

We appreciate the opportunity to continue our service to the Central Florida Expressway Authority. Please contact me if you have any questions or require additional information.

Sincerely,

R. Keith Jackson, P.E.
 Program Manager

cc: file
 Attachment

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001145**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 14th day of October 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Dewberry Engineers, Inc., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the “Original Agreement”), with a Notice to Proceed date of December 9, 2016, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.


NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on December 9, 2021 and end on December 8, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$16,946,240.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

DEWBERRY ENGINEERS, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: 
Print Name: Kevin Knudsen
Title: Vice President

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.11.09 14:02:57 -05'00'
Aneth Williams, Director of Procurement

ATTEST: Laura S. Kline (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this 5th day of November, 2021 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: 
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

September 15, 2021

Mr. Glenn M. Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: GENERAL ENGINEERING CONSULTANT SERVICES (#001145)
Calendar Year 2022 – 1-Year Renewal

Dear Mr. Pressimone:

Please find enclosed a fee estimate for the 2022 one-year renewal for the Central Florida Expressway Authority Agreement for General Engineering Consultant (GEC) Services (Agreement #001145). This fee estimate is based on historical scope and efforts for Tasks 1,2,3,4,5 and 7. Task 6 estimate is based on the new projects/project phases included in the recently adopted FY 2022 – FY 2026 Five-Year Work Plan. The new project/project phases have a total design and construction cost of almost \$1.26 billion.

See attached for the budgeted fees breakdown and estimation of the fees.

The total funding for Agreement is summarized as follows:

Original authorized amount	\$17,500,000.00
Amount of previous supplemental agreements	\$15,095,000.00
Amount of requested supplemental agreement/renewal	<u>\$16,946,240.00</u>
Total requested/authorized adjustments	\$32,041,240.00
 Total requested/authorized to date	 \$49,541,240.00

We appreciate the opportunity to continue our service to the Central Florida Expressway Authority. Please contact me if you have any questions or require additional information.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

cc: file
Attachment

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: General Engineering Consultant Services
Contract No. 001145

This Supplemental Agreement No. 2 entered into this 14th day of November, 2019, by and between Central Florida Expressway Authority (“CFX”), and Dewberry Engineers, Inc., (the “Consultant”), the same being supplementary to the Contract between the aforesaid, dated November 10, 2016, with a Notice to Proceed date of December 9, 2016, for general engineering consultant services for projects as identified by CFX.

1. CFX wishes to provide for support of the development and implementation for the Lake/Orange County Connector and Poinciana Parkway Extension. The services as outlined in the original scope of services Section 3.2 – Engineering/Design Support and Section 3.6 – Work Plan Support includes: project management, design phase support, permitting, right-of-way acquisition support, aerial photogrammetry and mobile LIDAR mapping and control survey mapping. The bidding and construction phases support are not included in this supplemental agreement.
2. CFX wishes to provide for support of the development and implementation for the Poinciana Parkway Widening. The services as outlined in the original scope of services Section 3.2 – Engineering/Design Support and Section 3.6 – Work Plan Support includes: project management, design-build phase support, bidding and construction support and right-of-way survey and mapping.
3. The Consultant hereby agrees to provide the required continued support of development and implementation for Lake Orange County Connector, Poinciana Parkway Extension and Poinciana Parkway Widening for an increase in the Contract amount of a not to exceed \$6,750,000.00. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.
4. CFX and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Consultant’s complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.
5. This Supplemental Agreement No. 2 is necessary so that the Consultant can provide continued support and services for CFX’s Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: General Engineering Consultant Services

Contract No. 001145

Amount of Changes to this document: \$6,750,000.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Date: 11/20/19

DEWBERRY ENGINEERS, INC.

By: [Signature]

Title: Vice President

Attest: Laura S Kline (Seal)

Date: 11/18/19



Approved as to form and execution, only.

[Signature]
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services
Contract No. 001145

This Supplemental Agreement No. 1 entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority ("CFX"), and Dewberry Engineers, Inc., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated November 10, 2016, with a Notice to Proceed date of December 9, 2016, for general engineering consultant services for projects as identified by CFX.

1. CFX wishes to provide for continued support of the development and implementation of CFX's Five-Year Work Plan.
2. The Consultant hereby agrees to provide the required continued support and services for an increase in the Contract amount of a not to exceed \$8,345,000.00. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.
3. CFX and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 1 is necessary so that the Consultant can provide continued support and services for CFX's Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services

Contract No. 001145

Amount of Changes to this document: \$8,345,000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Date: 11/19/18

DEWBERRY ENGINEERS, INC.

By: [Signature]
Kevin Kardon

Title: Vice President

Attest: [Signature] (Seal)
Doreen Hammarck

Date: 11/12/2018

Approved as to form and execution, only.

[Signature]
General Counsel for CFX

Summary of Task 3.6 - Work Plan Support

	Design Project Consultant Fees	Estimated GEC Budget	GEC Work Authorizations Approved to Date	Estimated Additional GEC Budget Needed
FY 2017 - 2021 Five-Year Work Plan Projects (original GEC Scope)	\$ 38,895,000	\$ 6,150,000	\$ 3,820,974	\$ 2,329,026
FY 2019 - 2023 Five-Year Work Plan Projects (not included in FY 2017 Plan)	\$ 43,802,000	\$ 7,809,016	\$ 1,791,759	\$ 6,017,257
Totals	\$ 82,697,000	\$ 13,959,016	\$ 5,612,734	\$ 8,346,282
			Requested Amount	\$ 8,345,000
FY 2019 - 2023 Work Plan Potential Exp Projects (not included with SA 1)	\$ 135,600,000	\$ 22,022,400		

CONTRACT

The logo for the Central Florida Expressway Authority is centered on the page. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically. "EXPRESSWAY" is written in orange, while the other words are in black. The logo is flanked by two horizontal orange bars, one above and one below.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

AND

DEWBERRY ENGINEERS, INC.

GENERAL ENGINEERING CONSULTANT SERVICES

CONTRACT NO. 001145

CONTRACT DATE: NOVEMBER 10, 2016

CONTRACT AMOUNT: \$17,500,000.00

**CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD
OF COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR
GENERAL ENGINEERING CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 10th day of November, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the "CFX" and Dewberry Engineers, Inc., hereinafter called "CONSULTANT", a New York corporation, registered and authorized to do business in the state of Florida, whose principal address is 800 N. Magnolia Ave., Suite 1000, Orlando, Florida 32803.

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain General Engineering Consultant Services for projects as identified by CFX.

2.0 The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a written Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

Reference herein to Director shall mean CFX's Executive Director.

Reference herein to the Project Manager shall mean CFX's Chief of Infrastructure or authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0 TERM OF AGREEMENT AND RENEWALS

This is a continuing services Agreement subject to CFX periodic review, approval and satisfaction with the CONSULTANT's performance. Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services. This Agreement, at the sole discretion of CFX, may be renewed for five (5) one year terms, or portions thereof.

4.0 PROGRESS SCHEDULE

The CONSULTANT agrees to provide progress reports in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies

interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Agreement within which to complete the services. In the event there have been delays which could affect the completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason for the delay and the amount of time related to the reason. CFX will review the request and make a determination as to granting all, part or none of the requested extension.

In the event the term of the Agreement has expired and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Attachment "1" within Exhibit "A", Scope of Services, details required key personnel and minimum experience requirements for performance under the Agreement; the CONSULTANT may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize subconsultants, the CONSULTANT shall be fully responsible for satisfactory

completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the subconsultants listed below without the written consent of CFX. All subconsultants shall be qualified by CFX to perform all work assigned to them. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

<u>LIST OF APPROVED SUBCONSULTANTS:</u>	<u>AREAS OF RESPONSIBILITY</u>
Ardaman & Associates, Inc. (class 2)	Geotechnical Services
Antillian Engineering Associates, Inc. (class 2)	Geotechnical Services
IDA Consulting Engineers, Inc. (class 1)	Structures
Montgomery Group (class 1)	General Program Support/CADD/GIS
RTD Group (class 1)	Right-of-Way Services
Omni Communications (class 1)	Utility Coordination
Vanasse Hangen Brustlin, Inc. (class 1)	PD&E/Electrical/Lighting/Traffic/ Signing & Pavement Marking

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Agreement or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Agreement as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Agreement.

If, during the term of the Agreement, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of

Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

In all instances where the CONSULTANT desires to subcontract work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Agreement was originally awarded, the CONSULTANT shall obtain a schedule of rates. Review and approval of the schedule of rates by CFX is required prior to any rates being paid to the subconsultant.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is detailed in Exhibit "A", Scope of Services, and is best described as General Engineering Consultant Services. The services may include, but are not necessarily limited to, the following: Bond Covenant Services Support, Engineering / Design Support, Planning Support, Maintenance Program Support, General Program Support, Work Plan Support, Multimodal / Transit Support and other miscellaneous consultant project management services as requested by CFX. It should be noted that multiple project management assignments may be authorized and take place concurrently.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Invoices for fees or other

compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post-audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in design reviews performed under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment

Act in part VII, Section 218, Florida Statutes.

8.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 17, CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to

exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

CFX may terminate this Agreement in whole or in part at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs as determined in Exhibit "B". In determining the percentage of work completed, CFX shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all documents prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental

Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of

the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the CFX against any claim, suit or proceeding brought against the CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of

all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The

limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

16.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of

services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-, VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guarantcing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. If a copy of CFX logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The proper presentation of CFX logo is of utmost importance to CFX. Any questions regarding the use of CFX logo shall be directed to the CFX Public Affairs Officer or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

20.0 E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

21.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution.

During the term of this Agreement:

1. The CONSULTANT is not eligible to pursue any advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT developed the Scope of Services or has oversight responsibilities. Subconsultants are also ineligible to pursue projects where they participated in the development of the Scope of Services or have oversight responsibilities.
2. The CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant

where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT developed the Scope of Services. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant developed the Scope of Services.

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section

287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated,

this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

28.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed

as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

28.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

29.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Kevin Knudson

Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Keith Jackson

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

31.0 SURVIVAL OF EXPIRATION OR TERMINATION

The provisions of Sections 8, Document Ownership and Records; 14, Hold Harmless and Indemnification; and 28, Audit and Examination of Records; 30, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

32.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This contract was awarded by CFX's Board of Directors at its meeting on November 10, 2016.

This Agreement was approved by the CFX's Board of Directors at its meeting on November 10, 2016

DEWBERRY ENGINEERS, INC.

BY: 
Authorized Signature

Title: Vice President

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:  12/8/2016
Director of Procurement

Print Name: Robert Johnson

ATTEST: Laura S Kline (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX



EXHIBIT A

SCOPE OF SERVICES

Exhibit "A"
SCOPE OF SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES

1	PURPOSE	2
2	OVERVIEW	2
3	SERVICES	2
3.1	BOND COVENANT SERVICES SUPPORT	2
3.2	ENGINEERING/DESIGN SUPPORT	3
3.3	PLANNING SUPPORT	4
3.4	MAINTENANCE PROGRAM SUPPORT	4
3.5	GENERAL PROGRAM SUPPORT	5
3.6	WORK PLAN SUPPORT	5
3.7	MULTIMODAL/TRANSIT SUPPORT	6
4	OTHER SERVICES	6

ATTACHMENT 1: Key Personnel and Minimum Experience Requirements

1 PURPOSE

The Central Florida Expressway Authority (CFX) requires professional services of the General Engineering Consultant (GEC) in connection with general planning, design, engineering, management and other services for projects related to the development, determination of feasibility, planning, design, permitting, right-of-way acquisition, bidding, construction and maintenance of the CFX's existing and future system. This Scope of Services describes and defines those services.

2 OVERVIEW

CFX will request GEC services as described below on an as-needed basis. Services to be provided will be authorized and completed as directed by CFX's Chief of Infrastructure (or authorized designee) by means of individual Work Authorizations. CFX does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the GEC shall provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

The GEC shall provide a resource pool of qualified professional, technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out. Attachment "1" to this Scope of Services outlines the key personnel and minimum experience requirements necessary for the GEC services.

3 SERVICES

As requested by CFX, the GEC may perform the following tasks which are examples of the types of work to be required but are not intended to be all inclusive:

3.1 BOND COVENANT SERVICES SUPPORT

The Amended and Restated Master Bond Resolution, adopted February 3, 2003, which is incorporated herein by reference, requires CFX to engage a Consulting Engineer to perform all acts and carry out all duties necessary to supervise the acquisition and construction of all system projects of CFX. These acts and duties have been defined by CFX to include, but not be necessarily limited to:

- Monitoring the construction of projects financed with Bond Proceeds.
- Assisting CFX with approval of all expenditures from the Construction Fund.
- Advising and conferring with CFX concerning the budget for maintenance and repair of the CFX system.
- Making an annual independent inspection and report concerning the condition of the CFX system.

- Certifying for each fiscal year the amounts necessary for the funding of the Renewal and Replacement Fund.
- Certifying necessary amount of multi-risk and use and occupancy insurance; and upon damage to an insured risk, approve plans for restoration or replacement of that portion of the CFX system and certifying as to schedule and need for replacement or restoration.
- Certifying that any sale or lease of CFX property will not have a negative impact on the operation of the CFX system.
- Preparing an Engineer's Report for scheduled bond sales.
- Assisting CFX with preparation of an annual report recapping the overall prior year's performance.
- Attending meetings as required to carry out the above services.

3.2 ENGINEERING/DESIGN SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Review construction plans.
- Provide utility plans review and coordination.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services. (Project schedules)
- Monitor existing and projected traffic volumes on the system.
- Collect and report data on traffic and accidents.
- Perform traffic engineering analysis necessary to evaluate existing conditions and plan future improvements throughout the system.
- Perform traffic engineering activities such as signal warrants, signal timings, traffic counts, modeling, speed studies, etc. as required.
- Coordinate with other agencies on traffic operation and safety issues.
- Review access management issues and provide recommendations.
- Provide construction cost estimates.
- Provide environmental permitting compliance monitoring and review.
- Provide permitting support for projects.
- Provide roadway signing and pavement marking concept development, review and design.

- Provide surveying and right-of-way mapping for projects.
- Provide right-of-way support for projects.
- Maintain real property inventories and assist in the disposal of excess property.
- Provide noise analysis for projects.
- Provide geotechnical and geotechnical advisory services for projects.
- Provide landscaping concept development, review and design.
- Provide architectural services.
- Attend meetings and site visits as required to carry out the above services.

3.3 PLANNING SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Perform reviews of adjacent development including Developments of Regional Impact.
- Provide support and participate in MetroPlan Orlando activities.
- Prepare the Systems Traffic Data and Statistics Manual and update annually.
- Assist in the technical review of the Traffic and Revenue Consultant's modeling.
- Prepare the Five-Year Work Plan including cash flow forecasting.
- Prepare project concept plans and reports as requested.
- Attend meetings and site visits as required to carry out the above services.

3.4 MAINTENANCE PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Provide engineering support to assist CFX's Maintenance Program with reviewing and resolving systemwide or specific maintenance problems or issues.
- Provide recommendation for CFX's Pavement Management Program based on FDOT data.
- Maintain a systemwide signing inventory and provide engineering support for the maintenance and replacement of signs.
- Perform Maintenance Rating Program (MRP) inspections using the criteria established in FDOT's Roadway and Roadside Maintenance procedure (Topic No. 850-000-015), the MRP procedure (Topic No. 850-065-002) and the MRP Handbook.

- Attend meetings and site visits as required to carry out the above services.

3.5 GENERAL PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Develop and maintain a file document control system.
- Provide project status reports and document meeting minutes.
- Develop briefing materials for CFX staff presentations to the Board of Directors as well as other agencies.
- Assist CFX staff with the development of presentations, technical papers, and publications for industry organizations and peer journals.
- Assist CFX staff in providing copies of files and plans to other agencies and the general public.
- Provide printing services as may be requested by CFX.
- Provide graphics services in support of CFX's Public Information Program and as may be requested by CFX.
- Furnish testimony and prepare trial exhibits in hearings and other litigation.
- Provide any needed support for legal activities (including expert witness activity).
- Attend meetings as required to carry out the above services.

3.6 WORK PLAN SUPPORT

The GEC may be authorized to perform the following in support of the development and implementation of the current and future Five-Year Work Plan projects:

- Professional services contract support.
- Landscaping support.
- Plans review for technical and specialty areas.
- Environmental permitting support.
- Right-of-way services support.
- Construction support.
- Design services.
- Survey and mapping support.
- Planning support (including long range plan).
- Attend meetings as required to carry out the above services.

3.7 MULTIMODAL/TRANSIT SUPPORT

The GEC may be authorized to perform the following in support of the development of multimodal/transit projects:

- Act as an advisor to CFX on multimodal/transit related projects including, but not limited to, fixed guideway, light rail, Bus Rapid Transit or Special Use Lane projects
- Oversight role for multimodal/transit concept development
- Oversight role for multimodal/transit final project development process

4 OTHER SERVICES

CFX may require professional services of the GEC for a wide range of planning, engineering, architectural, environmental, landscape architectural, environmental and registered land surveying in support of CFX's program areas of Plans Production, Construction, Roadway and Bridge Maintenance, Facilities Maintenance, Materials and Geotechnical Engineering not otherwise identified in the Contract to supplement or replace the services being provided to CFX by other consultants.

END OF SCOPE OF SERVICES

Attachment "1"

KEY PERSONNEL AND MINIMUM EXPERIENCE REQUIREMENTS GENERAL ENGINEERING CONSULTANT SERVICES

1 REQUIRED POSITIONS AND DESCRIPTIONS

1.1 PROGRAM MANAGEMENT

1.1.1 PROGRAM MANAGER

A Civil Engineering degree and registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and a minimum of twenty (20) years of engineering experience as well as experience in program management. Experience with managing and knowledge of tolling projects, tolling facilities, and tolling operations. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a large staff; and ability to develop and review policies, methods, practices and procedures; knowledge of CFX and FDOT policies, procedures, and standards. This position shall be located in the Proposer's Central Florida office.

1.1.2 SENIOR PROJECT MANAGER/DEPUTY PROGRAM MANAGER

A Civil Engineering degree and registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and a minimum of twelve (12) years of engineering and/or project management experience. Experience with managing and knowledge of tolling projects, tolling facilities, and tolling operations. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a project team; and knowledge of CFX and FDOT policies, procedures, and standards. This position shall be located in the Proposer's Central Florida office.

1.1.3 PROJECT MANAGER

A Civil Engineering degree and registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and eight to twelve (8 - 12) years of engineering and/or project management experience. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a project team; and knowledge of CFX and FDOT policies, procedures, and standards. This position shall be located in the Proposer's Central Florida office.

1.1.4 ESTIMATES COORDINATOR

A college degree is preferred; however, a high school diploma or equivalent and ten to fifteen (10-15) years of professional experience in cost estimating, civil engineering and construction services (primarily for civil engineering and transportation projects) including construction administration, development of cost estimates at various stages of design,

preparation of project schedules and analysis of engineering design alternatives. Qualifications include the ability to communicate effectively in English (verbally and in writing) to large groups of people and to follow written and verbal instructions with active listening; Knowledge of design pay items, historical bid unit cost data and construction plans development process; Knowledge of contract bid analysis and evaluation; Skill in using Microsoft products such as Word, Excel and PowerPoint in the preparation of reports. Skill in reviewing and interpreting design plans and specifications; Ability to interpret construction cost data and contract documents; Ability to establish and maintain effective internal and external working relationships; Ability to plan, organize, prioritize and perform multiple work assignments.

2.1 RIGHT-OF-WAY

2.1.1 RIGHT-OF-WAY PROJECT MANAGER

Five (5) years' experience managing Right of Way projects including: acquisition, suit preparation, relocation, R/W clearing, and consultant and contract management. Budget/contract management experience and advanced understanding of CFX Right of Way procedures. Must have active Florida Real Estate License (Salesperson or Broker). Qualifications include the ability to conduct negotiations, closings, eminent domain preparation, relocation and Right of Way clearing activities for projects handled in-house; responsible for the direction and supervision of in-house consultant staff for all right of way activities; ensure efficient and productive utilization of consultant staff and manages overall workload to meet program deadlines and provide high quality service; and provide comments through for project manager. This position shall be located in the Proposer's Central Florida office.

2.2 PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDIES

2.2.1 PD&E PROJECT MANAGER

Professional Engineer with five (5) years of post-registration experience and five to ten (5 to 10) years of experience with three (3) years of PD&E experience. Qualifications include the ability to provide project guidance to Consultant Project Managers; supports PD&E phase scope and staff hours development; manages project schedules; knowledge of CFX and FDOT policies, procedures, and standards; supports administration of consultant contracts; supports Public Involvement Plans; supports production delivery; and manages resource allocations. This position shall be located in the Proposer's Central Florida office.

2.3 DESIGN

2.3.1 CONCEPT ENGINEER

Registered Professional Engineer in the State of Florida with ten (10) years of Roadway Engineering experience which includes four (4) years of relevant transportation experience. Qualifications include the ability to manage projects in preliminary design phases including the tracking of previous, current and future conceptual analysis design needs and tracking of project team productivity; responsible for preliminary design geometrics, alternatives analysis and long range estimates for assigned projects; develops technical documentation corresponding to concept drawings and alternative analyses; establishes a consistent

method of QA/QC for all work produced; and serves as technical liaison with clients on project efforts.

2.3.2 DRAINAGE ENGINEER

Registered Professional Engineer in the State of Florida with seven (7) years' experience. Must have at least three (3) years of transportation/FDOT design experience in drainage/hydraulics. Qualifications include the ability to be responsible for drainage reviews of project plans and documents in all stages of development. This includes the review of stormwater management facilities, stormwater conveyance systems, BMP's, floodplain compensation areas, French drain, culverts, bridge hydraulics, etc.; may include various design of items listed above; assist in preparation and negotiations of Project Scope, Units, Manhours; provide drainage guidance as needed to Construction and Maintenance; assist in the development of concept plans and calculations; assist in the development of RFP's; and review property surplus and lease requests for drainage needs. This position shall be located in the Proposer's Central Florida office.

2.3.3 STRUCTURAL ENGINEER

A minimum of eight (8) years of experience in bridge and transportation systems. A minimum of five (5) years of experience on FDOT Projects. Registration in the State of Florida as a Professional Engineer. Qualifications include the ability to review Category 1 structure plans and other technical documents such as Design Variations, Design Exceptions, typical section packages, maintenance permits and non-conventional project concept plans and documents; review all component plans for structural details and coordination among plan sets; coordinate with FDOT Central Office on, and performs the District review of, plans and/or non-conventional project concept plans and documents involving Category 2 structures; reviews contractor-initiated submittals (RFIs, RFCs, shop drawings, remedials, etc.) and coordinates with construction personnel as necessary; assists the Project Manager with the development of scopes of services, units, and staff hour estimates for structural work on Consultant design projects; assists in the negotiating of staff hours and units for Consultant design projects, when necessary; assists with the development of Requests for Proposals (RFP) for non-conventional bid projects; provides structural engineering support to CFX and Consultant staff in areas of structure plans, analysis and design; identifies and solves complex structural engineering issues. Provides input to the project manager regarding potential policy manual and design standard revisions; manages time and coordinates home office reviews and resources to meet project schedules; and attends project meetings, field reviews, and other project-related functions and debriefs others as necessary.

2.3.4 UTILITY COORDINATOR

A minimum of four (4) years of experience performing utility coordination in accordance with CFX standards, policies, and procedures. Qualifications include the ability to oversee utility coordination by the design consultants. Review utility documents and submittals including mark ups, utility work schedules and utility plans. Provide feedback and direction as needed to complete the utility coordination process. Oversee the preparation of utility certification packages to meet project production schedules; process encumbrances for reimbursable utility work.

2.3.5 ROADWAY ENGINEER

Eight (8) years minimum roadway design experience, Professional Engineer Registration in Florida required, five (5) years minimum CFX or FDOT roadway design experience. Qualifications include the ability to review of project submittals including Design-Build (DB) and traditional Design-Bid-Build. Confirm compliance with CFX and FDOT design criteria and Standards. Provide review comments and confirm compliance to comments with responses and subsequent submittals. Advise the Project Manager of review workload, review issues, and developing trends in submittals; and assist in the preparation of units and staff hour estimates and review Scope of Services prior to negotiations for original contract and Supplemental Agreements. This position shall be located in the Proposer's Central Florida office.

2.3.6 SURVEYING AND MAPPER

Florida Surveyor and Mapper License in accordance with Chapter 472, Florida Statutes with eight (8) years' experience. Must have at least five (5) years of FDOT RW mapping or location experience. Include support, coordination, review and preparation of reports, deeds, documents agreements, and plans as requested. Also includes the participation of in-house production and QA review as needed to follow CFX Policy and protocol; performs contract administration duties including preparation of scope of services, preliminary estimates, assist in negotiations and invoice reviews. Provides technical support to consultant survey staff and monitors consultants' adherence to survey scopes pertaining to quantity, quality, and schedule. Includes coordinating and review of office and field information for the preparation of surveys; and direct, guide consultant surveyors on the gathering, processing, analyzing and displaying of raw field data utilizing FDOT pre-approved electronic survey gathering instrumentation and computer programs.

2.3.7 LIGHTING ENGINEER

Eight (8) years minimum electrical/lighting design experience, Professional Electrical Engineer Registration in Florida required, three (3) years minimum CFX or FDOT design experience. Qualifications include the ability to coordinate, manage and review the development of conceptual, preliminary and final lighting design plans; review plans, specifications and inspection reports in accordance with CFX requirements; review quantity estimates and cost estimates for proposed lighting/electrical work; prepare and manage staff hour estimates, concept reports and project scopes; assist in the supervision, scheduling, and checking of work of project team members and work closely with other disciplines on multi-discipline projects; perform field investigations and inspections and evaluate existing conditions of electrical Lighting facilities; provide general technical support and assist in development of Lighting electrical criteria for design projects; assist in performing post-design oversight such as shop drawing overviews and construction requests for information; manage home office support task assignments as requested; and provide general electrical/lighting expertise as needed.

2.3.8 TRAFFIC ENGINEER

Eight (8) years minimum traffic design experience, Professional Engineer Registration in Florida required, three (3) years minimum CFX or FDOT design experience. Qualifications include the ability to coordinate, manage and review the development of conceptual,

preliminary and final traffic engineering designs such as signing and pavement markings and traffic signals; prepare and manage staff hour estimates, concept reports and project scopes; prepare plans, specifications and inspection reports; calculate quantity estimates in connection with the traffic aspects of road construction; assist in the supervision, scheduling, and checking of work of project team members and work closely with other disciplines on multi-discipline projects; perform field investigations and inspections and evaluate existing conditions on signing, pavement marking, and traffic signals; and provide general technical support and assist in development of traffic engineering criteria for design projects. This position shall be located in the Proposer's Central Florida office.

2.3.9 LANDSCAPE ARCHITECT

A Bachelor's Degree in Landscape Architecture from an accredited university with ten to fifteen (10-15) years of experience. Qualifications include graphic design abilities both for drawing and visual presentations; hardscape design and construction field experience; landscape design and construction field experience; Roadway specific landscape design experience; project management and project programming experience; project budgeting; well versed in CFX or FDOT roadway plan documents and guidelines; extensive use or understanding of CADD programs; and ability to communicate effectively in English (verbally and in writing) and to large groups of people.

2.4 MULTIMODAL/TRANSIT

2.3.1 MULTIMODAL/TRANSIT ENGINEER/PLANNER


A Bachelor's Degree in Planning, Civil Engineering or related field from an accredited university with eight to ten (8-10) years of experience in multimodal and/or transit related projects. Registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) Qualifications include the ability to provide guidance to CFX staff on conceptual planning, analysis of future demand for transportation facilities and final design elements relating to multimodal/transit type projects. Must also possess the ability to communicate effectively in English (verbally and in writing) and to large groups of people.

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM


TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 17, 2022

SUBJECT: Approval of Geodata Consultants, Inc. as Subconsultant to Dewberry Engineers, Inc. for General Engineering Consultant Services
Contract No. 001145

Board approval of Geodata Consultants, Inc as subconsultant to Dewberry Engineers, Inc., to provide field surveys is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by: 
Dana Chester P.E.
Director of Engineering


Glenn Pressimone, P.E.

REVISED

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers, Inc. Date: November 15, 2022

CFX Contract Name: General Engineering Consultant Services CFX Contract No.: 001145

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Geodata Consultants, Inc.

Address: 1349 South International Parkway, Suite 2401, Lake Mary, FL 32746

Phone No.: (407) 732-6965

Federal Employee ID No.: _____

Description of Services to Be Sublet: Field Surveys

Estimated Beginning Date of Sublet Services: 12/12/22

Estimated Completion Date of Sublet Services: 12/8/23

Estimated Value of Sublet Services*: \$ greater than \$25,000

*(Not to exceed \$25,000 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: *R. Keith Jackson*
(Signature of Consultant Representative)

Program Manager
Title

Recommended by: *Dana Coffey*
(Signature of Appropriate CFX Director/Manager)

Nov 16, 2022
Date: _____

Approved by: *Glenn Pressimone*
Glenn Pressimone (Nov 16, 2022 08:57 EST)
(Signature of Appropriate Chief)

Nov 16, 2022
Date: _____

Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 19, 2022

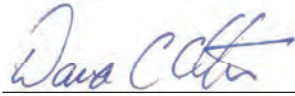
SUBJECT: Approval of Supplemental Agreement No. 4 with The Balmoral Group, LLC
for Design Consultant Services for SR 528 Widening from Narcoossee Road
to SR 417
Project No. 528-160, Contract No. 001589

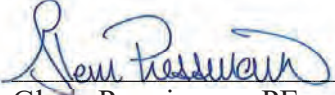
Board approval of Supplemental Agreement No. 4 with The Balmoral Group, LLC for a not-to-exceed amount of \$24,933.63 is requested. The original contract was for five years with five one-year renewals.

The work to be performed is post design services.

Original Contract	\$1,290,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 112,956.72
Supplemental Agreement No. 3	\$ 103,018.75
Supplemental Agreement No. 4	\$ 24,933.63
Total	\$1,530,909.10

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 528-160)
SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of THE BALMORAL GROUP, LLC., a Florida limited liability company, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated February 13, 2020, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 8, 2020, as amended and supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 12, 2021, and as amended and supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 22, 2021 (collectively, the “Agreement”); and

WHEREAS, Section 4.23 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined

therein for Project Number 528-160, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, CFX and CONSULTANT entered into Supplemental Agreement No. 3 dated September 22, 2021 (“SA 3”) to provide the post design services more specifically outlined in SA 3 (“Post Design Services”) after completion of the services outlined in the Agreement for Project 528-160; and

WHEREAS, Articles 2.00 and 11.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement; and

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with the additional post design services required as outlined in the correspondence to CFX dated September 15, 2022, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Post Design Services”). Section 4.23 of Exhibit “A” of the Agreement and the Scope of Services shall be amended and supplemented to include the Additional Post Design Services.

2. All invoices from the CONSULTANT for the Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services

shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Additional Post Design Services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Additional Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be increased by \$24,933.63 to a total of \$127,952.38.

3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____

Aneth Williams, Director of Procurement

THE BALMORAL GROUP, LLC.

By: _____

Print Name: _____

Title: _____

Approved as to form and execution for Central Florida
Expressway Authority's exclusive use and reliance.

By: _____

Diego "Woody" Rodriguez

General Counsel for CFX



MEMORANDUM

Date: September 16, 2022
To: Jamison Edwards, PE, CFX Engineering Project Manager
From: James E. Bradford, PE *JEB*
Subject: Design Consultant Services - Contract 001589
CFX Project No. 528-160
SR 528 Widening from Narcoossee Road to SR 417
Supplemental Agreement No. 4

Comments:

I have reviewed the SA proposal submitted by the Balmoral Group provided on September 15, 2022, for the SR 528 Widening from Narcoossee Road to SR 417. This requested contract amendment is to provide additional post design services and to cover additional work and coordination efforts during the construction phase of the project.

The work authorization request is attached and additional costs are detailed below:

\$ 24,933.63	Balmoral as Prime
\$ 0.00	BASE as Subconsultant
\$ 0.00	DRMP as Subconsultant
\$ 0.00	GEC as Subconsultant
\$ 0.00	<u>CES as Subconsultant</u>
\$ 24,933.63	Total Requested Contract Amendment Amount

The total fee transfers are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$24,933.63.

Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
Jamison Edwards, PE CFX Engineering Project Manager
File



September 15, 2022

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: CFX Contract No. 001589
EB SR 528 Widening from Narcoossee Road to SR 417
CFX Project #528-160 - Post Design Services (PDS)
Supplemental Agreement #4

Dear Mr. Edwards,

The Balmoral Group, under CFX Contract 001589, EB SR 528 Widening from Narcoossee Road to SR 417, is to provide post design services for widening and associated upgrades along SR 528.

I wanted to make you aware that the PDS budget for The Balmoral Group is close to being exhausted. Much of the post design effort has been associated with out-of-scope efforts; these services include:

- Utility coordination efforts with AT&T Transmission, AT&T Distribution, OUC, and Sprint to finalize Utility Work Schedules
- Coordination efforts and associated revisions for unanticipated adjacent project impacts (Brightline and CFX 417-150)

Other items captured in this supplemental agreement follows:

- Original PDS fee did not include Roadway hours for addendum preparation and one addendum was created during the bidding process
- Original PDS fee reflect a total of 13 RFI's; 12 RFI's have been submitted to date
- Original PDS fee reflect a total of 2 Revisions; 3 revisions have been submitted to date

The attached scope and fee estimate (including the detailed staff hour and fee breakdown) presents the task, effort and fee anticipated for the remainder of the construction duration. The fee for the anticipated remaining services is \$24,933.63.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me at 407.739.4899.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregory Seidel".

Gregory Seidel, P.E.
Project Manager

c: Jim Bradford, P.E. (Dewberry)



Contract No. 001589

EB SR 528 Widening From Narcoossee Road to SR 417

CFX Project No. 528-160

POST DESIGN SERVICES

Supplemental Agreement #4

CONSULTANT'S SCOPE OF SERVICES AND FEE SCHEDULE

1.0 PURPOSE

This exhibit is to describe the scope of work and the responsibilities of THE BALMORAL GROUP, LLC ("CONSULTANT") in connection with supplemental services for the improvements associated with the subject project.

The CONSULTANT agrees to perform and complete the following work ("SERVICES") for the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") in accordance with the terms and conditions of the Standard Professional Services Agreement ("Prime Agreement") between CFX and CONSULTANT dated February 13, 2020 all of which terms and conditions are incorporated herein by reference.

The general objective is for the CONSULTANT to provide additional post-design services (original S.A. #3 for Post Design Services) to CFX during the bidding/award process and subsequent construction of the project described above.

2.0 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT will be responsible for furnishing the respective services, information and items as follows:

POST DESIGN SERVICES (PDS)

2.01 Pre-Award Activities

Addenda Preparation

Prepare one Bid Addendum (not included in original effort)

2.02 Requests For Information (RFI)

Roadway

Review of additional RFI's.

2.03 Shop Drawing Reviews

No change.

2.04 Plans Revisions

Plan Revisions

Prepare two additional plan revisions.

2.05 Coordination

Coordinate with adjacent projects (Brightline and CFX 417-150). Coordinate modifications for Ponds 160-3 and 160-4. Coordinate with AT&T Distribution, AT&T Transmission, OUC, and Sprint to finalize outstanding Utility Work Schedules.

2.06 Field Visits

No change.

2.07 Meetings

No change.

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 528-160)
SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this 22nd day of September, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of THE BALMORAL GROUP, LLC., a Florida limited liability company, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated February 13, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 8, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 12, 2020 (collectively, “Agreement”); and

WHEREAS, Section 4.23 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined therein for Project Number 528-160, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, Articles 2.00 and 12.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated August 18, 2021, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.23 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$103,018.75.

3. All provisions of said Agreement, or any amendments or supplements thereto, not

specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

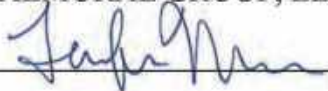
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: **Robert Johnson** Digitally signed by Robert Johnson
Date: 2021.09.22 14:33:24 -04'00'

Aneth Williams, Director of Procurement

THE BALMORAL GROUP, LLC.

By: 

Print Name: Jennifer Nunn

Title: Vice President/Manager

Approved as to form and execution for Central Florida
Expressway Authority's exclusive use and reliance. By:

Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel
Date: 2021.09.21 10:45:01 -04'00'

Diego "Woody" Rodriguez

General Counsel for CFX

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 12th day of August, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of THE BALMORAL GROUP, LLC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated February 13, 2020 (“Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 16, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.

2. Exhibit "B" of the Agreement is hereby amended as follows:

- a. The Salary Related Costs are adjusted upwards by \$174,333.89 to \$659,781.67
- b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
- c. The Subcontract Items are adjusted downward by \$35,816.13 to \$743,175.05

as follows:

• WBA	\$6,228.24
• Base	\$7,955.63
• DRMP	(\$43,000.00)
• GEC	(\$7,000)

- d. The Allowance is adjusted downwards by \$25,561.04 to \$0.00.
- e. The Total Maximum Limiting Amount is adjusted upward by \$112,956.72 to \$1,402,956.72

3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

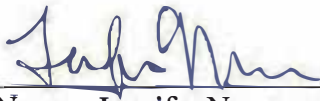
Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.08.19 13:34:40 -04'00'
Aneth Williams, Director of Procurement

THE BALMORAL GROUP, LLC.

By: 
Print Name: Jennifer Nunn
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly,
Associate General Counsel
Date: 2021.08.19 10:03:41 -04'00'

Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: July 17, 2021
To: Will Hawthorne, PE CFX Director of Engineering
From: James E. Bradford, PE
Subject: Design Consultant Services - Contract 001589
 CFX Project No. 528-160
 SR 528 Widening from Narcoossee Road to SR 417
 Supplemental Agreement No. 2

Comments:

I have reviewed the fee transfer and SA proposal submitted by the Balmoral Group provided via email on July 16, 2021, for the SR 528 Widening from Narcoossee Road to SR 417. This requested contract amendment is to provide additional design services to cover additional work that was recommended for the Rapid Response M&R plans under Project #528-760A and additional drainage and utility modifications adjacent to the Brightline rail corridor.

The work authorization request is attached and additional costs are detailed below:

\$ 174,333.89	Balmoral as Prime
\$ 6,228.24	WBQ as subconsultant
\$ 7,955.63	BASE as subconsultant
(\$ 43,000.00)	DRMP reduction of subconsultant fee
<u>(\$ 7,000.00)</u>	<u>GEC reduction of subconsultant fee</u>
\$ 138,517.76	Total Requested Contract Amendment Amount

The total fee transfers are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$138,517.76. Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
 Jamison Edwards, PE CFX Engineering Project Manager
 File



April 15, 2021 *(Revised 7/16/2021)*

Jamison Edwards, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

Re: SR 528 Widening from Narcoossee Road to SR 417
CFX Contract No. 001589
CFX Project #528-160
TBG Project #1220050001.00
Supplemental Agreement #2/Funds Transfer Request

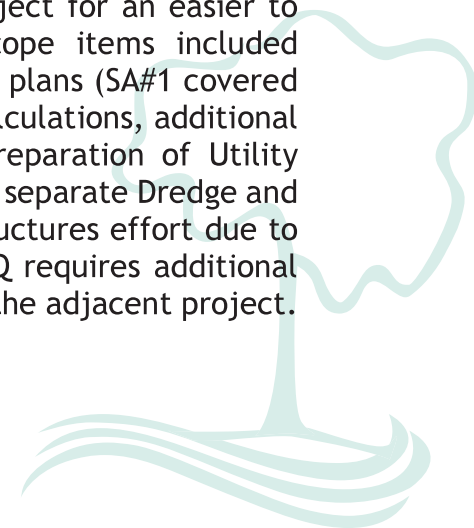
Dear Mr. Edwards:

The Balmoral Group appreciates the opportunity to provide services to CFX on this important project. Per our November 2, 2020 phone conversation and subsequent discussions, The Balmoral Group is requesting additional funds through Supplemental Agreement #2 plus a funds transfer to cover efforts required for previously unscoped services and changes to the drainage approach initiated by CFX during the permitting process. The total requested amount for Supplemental Agreement #2 is \$138,517.76, which includes additional design services fee in the amount of \$188,517.76. Please see attached fee estimate.

The additional design fee utilizes existing contract funds through a funds transfer and supplemental funds as outlined below.

- a) Funds transfer of \$50,000.00 from DRMP and GEC to The Balmoral Group.
- b) Supplemental funds in the amount of \$138,517.76 to cover the remaining additional design service fees for The Balmoral Group, BASE and WBQ.

The majority of the supplemental effort is due to the change in drainage approach that eliminated the nutrient loading requirements and floodplain mitigation that required a reconfiguration of the roadway cross sections for the entire project for an easier to construct, more aesthetically pleasing design. The out of scope items included management and coordination of the 528-760A Emergency Repair plans (SA#1 covered plans only and this became a separate set), additional quantity calculations, additional cost estimates, additional traffic control, pavement design, preparation of Utility Adjustment Sheets including the OUC Electric relocation plans and separate Dredge and Fill Sketches for the USACE. BASE Consultants had additional structures effort due to the relocation of the signs and updates requested by CFX. WBQ requires additional funding for the topographic survey required after construction of the adjacent project.





A breakdown of the proposed funds transfers and SA #2 is as follows:

Consultant	Current Fee	Remaining Fee As of 10/31/20	Estimated Remaining Effort	Amount to Deduct	Amount to Transfer	Amount of SA#2	Proposed Final Fee
CES	\$81,666.99	\$33,647.76	\$33,647.76	\$0.00	\$0.00	\$0.00	\$81,666.99
DRMP	\$313,242.76	\$196,686.09	\$153,686.09	\$43,000.00	\$0.00	\$0.00	\$270,242.76
GEC	\$147,273.14	\$19,137.17	\$12,137.17	\$7,000.00	\$0.00	\$0.00	\$140,273.14
WBQ	\$215,514.56	\$745.90	\$6,974.14	\$0.00	\$0.00	\$6,228.24	\$221,742.80
BASE	\$21,293.73	\$4,454.09	\$10,997.42	\$0.00	\$0.00	\$7,955.63	\$29,249.36
Balmoral	\$485,447.78	\$28,614.70	\$202,948.59	\$0.00	\$50,000.00	\$124,333.89	\$659,781.67
Total	\$1,264,438.96	\$283,285.71	\$420,391.17	\$50,000.00	\$50,000.00	\$138,517.76	\$1,402,956.72

Please note that the supplemental time period should begin November 2, 2020 per our documented conversation with you.

Please do not hesitate to contact me should you have any questions or comments (407.739.4899).

Best Regards,

Gregory S. Seidel, P.E.
Project Manager



PRINCIPALS

Lawrence L. Smith, Jr.
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

July 19, 2021

DRMP Job #: 19-0478.000

Gregory S. Seidel, P.E.
The Balmoral Group
165 Lincoln Avenue
Winter Park, Florida 32789

**Subject: DRMP, Inc - Fee Reassignment
SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417
Contract No. 001589
Project No. 528-160**

Dear Mr. Seidel,

DRMP's total fee under this contract is \$313,242.76 for professional surveying and engineering services. DRMP has completed all necessary tasks needed for the design of this project. DRMP's invoice was submitted to The Balmoral Group for services performed through April 22, 2021. After analyzing the remaining budget, an amount of \$49,956.87 is available for reassignment as deemed necessary.

We sincerely appreciate the opportunity given to provide professional survey and engineering services to The Balmoral Group and the Central Florida Expressway Authority on this project. Please don't hesitate to contact me if you have any questions.

Sincerely,
DRMP, Inc.



Frank Lopez, PSM
Survey Manager

CC: Jim Highland
Chris DiMarco

OFFICES

Asheboro, North Carolina
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
DeLand, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Orlando, Florida
Panama City Beach, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida
Troutman, North Carolina



July 19, 2021

The Balmoral Group (TBG)
165 Lincoln Avenue
Winter Park, Florida 32789

Attention: Mr. Sherman Klaus, P.E.

Subject: Geotechnical Fee Reassignment
SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417
Contract No. 001589
CFX Project No. 528-160
TBG Project No. 120050001.01
GEC Project No. 4560G

Dear Mr. Klaus:

Geotechnical and Environmental Consultants, Inc. (GEC)'s total contract fee for this project is \$147,273.14. GEC has expended \$137,416.41 of our total design fee and has completed all necessary geotechnical services for the referenced project. GEC's invoice No. 9 for design services was submitted for services performed through April 22, 2021. Based on this evaluation, \$9,856.73 of the geotechnical fee is available for reassignment as deemed necessary.

GEC appreciates the opportunity to be of service to TBG and the Central Florida Expressway Authority (CFX) on this project. If you should have any questions concerning the letter, please contact us.

Sincerely,
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Rachel", with a long, sweeping underline that extends to the right.

Rachel F. André, P.E.
President

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 528 WIDENING
Narcoossee Road to S.R. 417
Supplemental Agreement No. 2**

PROJECT NO. 528-160

IN ORANGE COUNTY, FLORIDA

July 2021

TABLE OF
CONTENTS

Description	Page No. A-
1.0 GENERAL – No change.....	3
2.0 STANDARDS – No change	4
3.0 DESIGN CRITERIA – No change	5
4.0 WORK PERFORMED BY CONSULTANT	6
4.01 Design Features	6
4.02 Governmental Agencies	6
4.03 Preliminary Design Report – Review.....	6
4.04 Surveys and Mapping (DRMP & WBQ)	6
4.05 Geotechnical Investigation	6
4.06 Contamination Impact Analysis – N/A	6
4.07 Pavement Design	6
4.08 Governmental Agency and Public Meetings.....	6
4.09 Environmental Permits	6
4.10 Utilities	7
4.11 Roadway Design.....	7
4.12 Structures Design.....	7
4.13 Drainage Design	7
4.14 Roadway Lighting	7
4.15 Traffic Engineering.....	8
4.16 Signing and Pavement Marking Plans.....	8
4.17 Right-of-Way Surveys.....	8
4.18 Cost Estimates	8
4.19 Special Provisions and Specifications	8
4.20 Fiber Optic Network (FON)	8
4.21 Toll Plazas	8
4.22 Post-Design Services	8
5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE – No change.....	9
6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE - No change	10
7.0 ADMINISTRATION – No change.....	11

1.0 GENERAL – No change

2.0 STANDARDS – No change

3.0 DESIGN CRITERIA – No change

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the additional work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

- A. Additional work includes the following: updating project limits, development of emergency repair plans, and preparation of detailed OUC relocation plans.

4.02 Governmental Agencies

- A. There is no additional government agency work included in this supplemental agreement.

4.03 Preliminary Design Report – Review

- A. There is no additional Preliminary Design Report work included in this supplemental agreement.

4.04 Surveys and Mapping (**DRMP & WBQ**)

- A. (WBQ) Re-surveying and mapping required due to CFX 528-747 resurfacing being performed after initial survey.

4.05 Geotechnical Investigation

- A. There is no additional geotechnical investigation included in this supplemental agreement.

4.06 Contamination Impact Analysis – N/A

4.07 Pavement Design

- A. Update pavement design for new limits and incorporation of constructability comments.

4.08 Governmental Agency and Public Meetings

- A. There is no additional governmental agency work or public meetings included in this supplemental agreement.

4.09 Environmental Permits

- A. Separate Dredge and Fill Sketches were required for both the SFWMD and FDEP due to the new laws delegating wetland review to the state.
- B. Provide additional RAI responses.

4.10 Utilities

- A. Coordinate and prepare detailed relocation layout of OUC facility.

4.11 Roadway Design

- A. Additional work includes the following:
 1. Update cover sheet (key sheet) for new limits
 2. Update Typical Sections based on RAI responses
 3. Update Project Layout for new limits
 4. Update plans and profiles for drainage changes
 5. Update cross-sections for drainage changes
 6. Add two sub-phases to Traffic Control Plan
 7. Prepare detailed layout of OUC relocation
 8. Additional effort for quantities for additional requested plan submittals and the addition of the 528-760A contract plans set.

4.12 Structures Design

- A. Evaluate use of existing structure for proposed changes in lieu of the originally designed/completed structure at Sta. 904+15.
- B. Revise OT-2 structure for cross section/span changes and DMS changes.
- C. Data collection and evaluation of proposed new bridge mounted pendent hung lighting design based on lighting plans.

4.13 Drainage Design

- A. Update drainage design per CFX direction as per coordination with the SFWMD. The SFWMD approved a drainage approach for the project and then modified the requirements which required a redesign of the stormwater management system and updates to all the drainage plans and calculations.

4.14 Roadway Lighting

- A. There is no additional roadway lighting design included in this supplemental agreement.

- 4.15 Traffic Engineering
 - A. Maintenance of Traffic Plans updated to include two sub-phases of Traffic Control Plan cross sections.
- 4.16 Signing and Pavement Marking Plans
 - A. Update DMS cross sections to include catwalk details
 - B. Add FY 2021-22 Standard Plans Index 700-091 (Catwalk Details)
- 4.17 Right-of-Way Surveys
 - A. There is no additional effort for right-of-way surveys included in this supplemental agreement.
- 4.18 Cost Estimates
 - A. Additional effort for cost estimates for additional requested plan submittals and the addition of the 528-760A contract plans set.
- 4.19 Special Provisions and Specifications
 - A. There is no additional effort for Special Provisions and Specifications included in this supplemental agreement.
- 4.20 Fiber Optic Network (FON)
 - A. There is no additional Fiber Optic Network design included in this supplemental agreement.
- 4.21 Toll Plazas
 - A. This project does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.
- 4.22 Post-Design Services
 - A. No changes to this section.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE – No change

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE - No change

7.0 ADMINISTRATION – No change

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 8th day of May, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of THE BALMORAL GROUP, LLC. of Winter Park, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of February 2020, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's March 30, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upwards by \$81,422.22 to \$485,447.78
 - b. The Subcontract Items remains unchanged at \$778,991.18
 - c. The Allowance is adjusted downward by \$81,422.22 to \$25,561.04.

The Total Maximum Limiting Amount remains unchanged at \$1,290,000.00.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.05.08 07:10:28 -04'00'
Director of Procurement

THE BALMORAL GROUP, LLC

By: Jennifer Nunn
Title: Vice President
Print Name: Jennifer Nunn

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody"
Rodriguez
Date: 2020.05.04 11:45:22 -04'00'
General Counsel for CFX

[https://cfxgov.sharepoint.com/:f/r/operations/engineering/SharedDocuments/General/528-160WideningNarcoossetoSR417/2Contract/2.A SupplementalAgreements/SA1](https://cfxgov.sharepoint.com/:f/r/operations/engineering/SharedDocuments/General/528-160WideningNarcoossetoSR417/2Contract/2.A%20SupplementalAgreements/SA1)



MEMORANDUM

Date: April 3, 2020
To: Jamison Edwards, PE, CFX Engineering Project Manager
From: James E. Bradford, PE
Subject: Design Consultant Services – Contract No. 001589
SR 528 Eastbound Widening from Narcoossee Rd to SR 417
CFX Project No. 528-160 SA No. 1

Comments:

I have reviewed the Supplemental Agreement No. 1 fee sheet and scope of services submitted by the Balmoral Group sent via E-mail on March 30, 2020 for SR 528 EB Widening from Narcoossee Rd to SR 417 (CFX Project No. 528-160). This requested contract is to provide professional services to prepare construction plans and bid documents.

The work authorization request is attached and costs are detailed below:

\$ 81,422.22	in Labor Cost
\$ 0.00	in Direct Cost
<u>\$ 0.00</u>	<u>in Subconsultant Cost</u>
\$ 81,422.22	Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$81,422.22.

Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
File



March 30, 2020

Jamison Edwards, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: SR 528 Widening from Narcoossee Road to SR 417
CFX Contract No. 001589
CFX Project #528-160
Supplemental Amendment #1

Dear Jamison:

The Balmoral Group appreciates the opportunity to provide services to CFX on this important improvement project. During the initial design phase of this project, CFX asked that the Milling and Resurfacing limits be extended. The change includes adding Milling and Resurfacing the westbound lanes from Station 862+27 to Station 945+00 including the WB on Ramp and WB off ramp at Narcoossee Road. The Milling limits on Eastbound SR 528 will be extended to Station 862+27 and will not include the Narcoossee Road ramps.

Supplemental services are required to accommodate these updates. The attached scope and fee estimate detail the task, effort and fee for the supplemental services. The fee for the supplemental services is \$81,422.22; see attached detailed staff hour and fee breakdown.

There is no proposed change to 12-month schedule at this time and the team is still looking to accelerate the 12-month schedule.

Please do not hesitate to contact me should you have any questions or comments (407.739.6533).

Best Regards,

Gregory Seidel, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 528 WIDENING
Narcoossee Road to S.R. 417
Supplemental Agreement No. 1**

PROJECT NO. 528-160

IN ORANGE COUNTY, FLORIDA

April 2020

TABLE OF
CONTENTS

Description	Page No. A-
1.0 GENERAL.....	4
1.01 Location.....	4
1.02 Description.....	4
1.03 Purpose.....	4
1.04 Organization.....	4
1.05 Term of Agreement for Design Services.....	4
2.0 STANDARDS – No change.....	5
3.0 DESIGN CRITERIA – No change.....	6
4.0 WORK PERFORMED BY CONSULTANT.....	7
4.01 Design Features.....	7
4.02 Governmental Agencies.....	7
4.03 Preliminary Design Report - Review.....	7
4.04 Surveys and Mapping (DRMP & WBQ).....	7
4.05 Geotechnical Investigation.....	7
4.06 Contamination Impact Analysis – N/A.....	7
4.07 Pavement Design.....	7
4.08 Governmental Agency and Public Meetings.....	8
4.09 Environmental Permits.....	8
4.10 Utilities.....	8
4.11 Roadway Design.....	8
4.12 Structures Design.....	9
4.13 Drainage Design.....	9
4.14 Roadway Lighting.....	10
4.15 Traffic Engineering.....	10
4.16 Signing and Pavement Marking Plans.....	10
4.17 Right-of-Way Surveys.....	11
4.18 Cost Estimates.....	11
4.19 Special Provisions and Specifications.....	11
4.20 Fiber Optic Network (FON).....	11
4.21 Toll Plazas.....	11
4.22 Post-Design Services.....	11

5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE.....	27
5.01	No changes to this section.	27
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE.....	28
6.01	No changes to this section.	28
7.0	ADMINISTRATION.....	28
7.01	No Changes to this section.	28

1.0 GENERAL

1.01 Location

- A. See EXHIBIT “E”, Project Location Map.

1.02 Description

The supplemental services will include a change to the project limits and a change to the milling and resurfacing limits. There is no change to the milling, resurfacing and widening limits. The change includes adding milling and resurfacing to the westbound lanes from Station 862+27 to Station 945+00 including the WB on Ramp and WB off ramp at Narcoossee Road. The milling limits on eastbound SR 528 will be extended to Station 862+27 and will not include the Narcoossee Road ramps. The ramps are being modified or milled and resurfaced by Virgin Trains.

Additional elements include signing and pavement markings, maintenance of traffic, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Supplemental Agreement No 1 - Final Engineering and Final Construction Drawings and Documents for the proposed additional milling and resurfacing eastbound and westbound S.R. 528 in the area of Narcoossee Road.

1.04 Organization

- A. CFX’s Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.05 Term of Agreement for Design Services

- A. Shall follow the original contract terms.

2.0 STANDARDS – No change

3.0 DESIGN CRITERIA – No change

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the additional work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The additional work includes milling and resurfacing the westbound lanes from Station 862+27 to Station 945+00 including the WB on Ramp and WB off ramp at Narcoossee Road. The milling limits on eastbound SR 528 will be extended to Station 862+27 and will not include the Narcoossee Road ramps. These ramps are being modified or milled and resurfaced by Virgin Trains and will need to be coordinated with the construction of this project.

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, SFWMD, FAA, and applicable Water Management District(s).

4.03 Preliminary Design Report - Review

A. This effort will be incorporated into the Preliminary Design Report.

4.04 Surveys and Mapping (**DRMP & WBQ**)

A. There is no additional surveying and mapping included in this supplemental agreement.

4.05 Geotechnical Investigation

A. A separate supplemental agreement will be submitted for additional pavement coring and analysis if additional funds are required.

4.06 Contamination Impact Analysis – N/A

4.07 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.

- B. The proposed pavement design recommendation resulting from the Consultant's analysis of the various alternatives shall be contained in a Pavement Design Summary.

4.08 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.09 Environmental Permits

- A. There is no additional environmental permit work included in this supplemental agreement.

4.10 Utilities

- A. There is no additional utility work included in this supplemental agreement.

4.11 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)
2. Summary of Pay Items
3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Typical roadway details
8. Plans and profiles (plans at 1"=50' scale)
9. Interchange layout plans
10. Ramp Terminal Details
11. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
 - a. 1/2 section from WB EOT to southern LA R/W line (minimum)
 - b. Earthwork quantities
12. Traffic Control Sheets including Temporary Drainage
13. Utility Adjustment Sheets
14. Details
15. Special provisions
16. Special specifications

4.12 Structures Design

- A. There is no additional structural design included in this supplemental agreement.

4.13 Drainage Design

- A. There is no additional drainage design included in this supplemental agreement.

4.14 Roadway Lighting

- A. There is no additional roadway lighting design included in this supplemental agreement.

4.15 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes entering and leaving Orlando International Airport unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.
- E. Replace DMS 528-14.0 WB and place new DMS approaching the SR 417 interchange (2 DMS signs).

4.17 Right-of-Way Surveys

- A. There is no additional effort for right-of-way surveys included in this supplemental agreement.

4.18 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.19 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.20 Fiber Optic Network (FON)

- A. There is no additional Fiber Optic Network design included in this supplemental agreement.

4.21 Toll Plazas

- A. This project does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.22 Post-Design Services

- A. No changes to this section.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 No changes to this section.

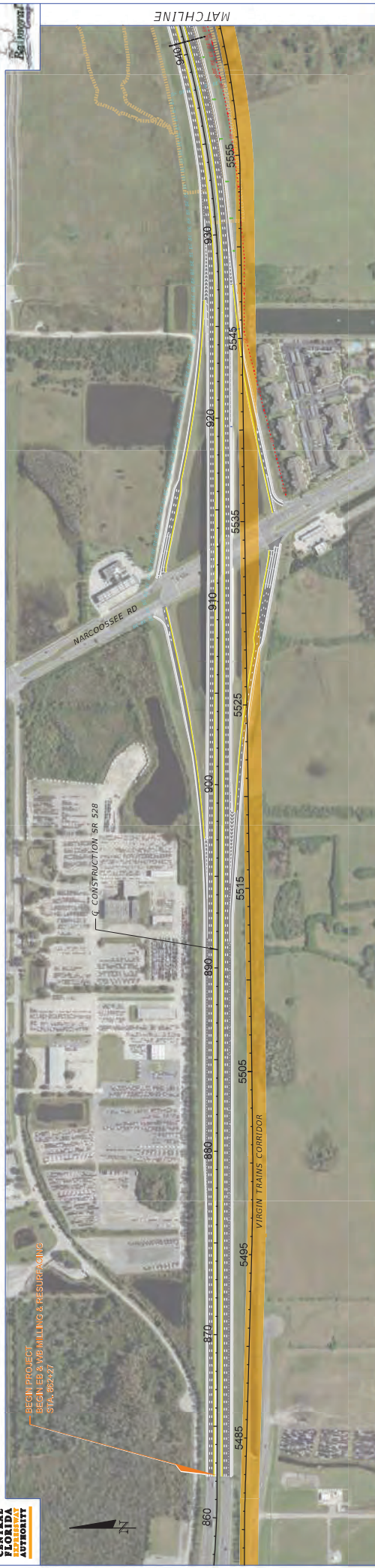
6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 No changes to this section.

7.0 ADMINISTRATION

7.01 No Changes to this section.

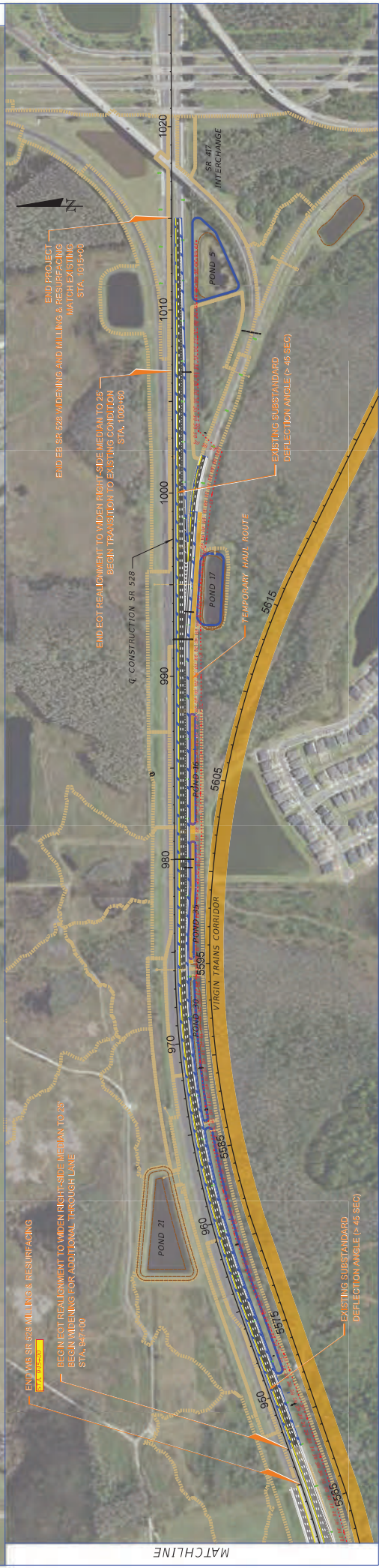
EASTBOUND SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417



BEGIN PROJECT
BEGIN EB & WB MILLING & RESURFACING
STA. 852+27



MATCHLINE



END SR 528 MILLING & RESURFACING
STA. 952+00

BEGIN EB REALIGNMENT TO WIDEN RIGHT-SIDE MEDIAN TO 25'
BEGIN WIDENING FOR ADDITIONAL THROUGH LANE
STA. 949+00

END PROJECT
END EB SR 528 WIDENING AND MILLING & RESURFACING
MATCH EXISTING
STA. 1015+00

END EB REALIGNMENT TO WIDEN RIGHT-SIDE MEDIAN TO 25'
BEGIN TRANSITION TO EXISTING CONDITION
STA. 1005+00

MATCHLINE

EXISTING SUBSTANDARD
DEFLECTION ANGLE (> 45 DEG)

EXISTING SUBSTANDARD
DEFLECTION ANGLE (> 45 DEG)

SR 417
INTERCHANGE

POND 5

POND 17

TEMPORARY HAUL ROUTE

VIRGIN TRAINS CORRIDOR

SR 528

SR 417

SR 528

SR 417

ORIGINAL

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
THE BALMORAL GROUP, LLC**

SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417

CONTRACT NO. 001589, PROJECT 528-160

**CONTRACT DATE: FEBRUARY 13, 2020
CONTRACT AMOUNT: \$1,290,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGREEMENT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, DETAILS OF COSTS AND FEES,
PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, AND SCHEDULE**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION
MAP, AND SCHEDULE**

FOR

SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417

CONTRACT NO. 001589, PROJECT 528-160

DESIGN SERVICES

FEBRUARY 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 19
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

Table of Contents

1.0.	DEFINITIONS.....	1
2.0.	SERVICES TO BE PROVIDED	1
3.0.	TERM OF AGREEMENT AND RENEWALS	2
4.0.	PROJECT SCHEDULE.....	2
5.0.	PROFESSIONAL STAFF	3
6.0.	COMPENSATION	4
7.0.	DOCUMENT OWNERSHIP AND RECORDS.....	5
8.0.	COMPLIANCE WITH LAWS	7
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0.	TERMINATION.....	7
11.0.	ADJUSTMENTS	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	8
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
14.0.	THIRD PARTY BENEFICIARY	10
15.0.	INSURANCE.....	10
16.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....	12
17.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	13
18.0.	DOCUMENTED ALIENS	14
19.0.	E-VERIFY CLAUSE	14
20.0.	INSPECTOR GENERAL	14
21.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
22.0.	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....	15
23.0.	AVAILABILITY OF FUNDS	15
24.0.	AUDIT AND EXAMINATION OF RECORDS.....	15
25.0.	GOVERNING LAW AND VENUE.....	16
26.0.	NOTICE.....	17
27.0.	HEADINGS	17
28.0.	CONTRACT LANGUAGE AND INTERPRETATION	17
29.0.	ASSIGNMENT.....	18
30.0.	SEVERABILITY	18
31.0.	INTEGRATION.....	18
32.0.	ATTACHMENTS.....	18

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13th day of February 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and The Balmoral Group, LLC, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 165 Lincoln Ave., Winter Park, FL. 32789.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 528 Widening from Narcoossee Road to SR 417 identified as Project 528-160 and Contract No. 001589.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Comprehensive Engineering Services, Inc.	Class I
DRMP, Inc.	Class I
DRMP , Inc. (Survey)	Class II
Geotechnical and Environmental Consultants, Inc.	Class II
WBQ Design & Engineering, Inc.	Class I
WBQ Design & Engineering, Inc. (Survey)	Class II
Base Consultants, Inc.	Class I

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B", Method of Compensation**, attached hereto and made a part hereof, in the not-to-exceed amount of \$1,290,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 165 Lincoln Ave., Winter Park, FL. 32789.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

8.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves **the right to cancel and terminate** this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, **difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof.** Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that **cannot be resolved** shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to

indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that

the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not

available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
“a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the **Scrutinized Companies with Activities in Sudan** List; or
- 22.3. been placed on the **Scrutinized Companies with Activities in the Iran Petroleum Energy Sector** List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the **Scrutinized Companies that Boycott Israel** List or is engaged in a boycott of Israel.

23.0. AVAILABILITY OF FUNDS

CFX’s performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT’s performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: The Balmoral Group, LLC
165 Lincoln Ave.
Winter Park, FL. 32789
Attn: Greg Seidel, P.E

The Balmoral Group, LLC
165 Lincoln Ave.
Winter Park, FL. 32789
Attn: Byron Sprague, P.E

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined

that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

29.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

30.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32.0. ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map [Note: Attach if applicable]
- Exhibit "F", Project Schedule [Note: Attach if applicable]
- Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on February 13, 2020.

THE BALMORAL GROUP, LLC

BY: *Valerie Seidel*
Authorized Signature

Print Name: Valerie Seidel
Title: President

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: *Awadh Williams*
Director of Procurement

Print Name: Awadh Williams
Effective Date: 7

ATTEST: *Evelyn Ruiz Montero* (Seal)
Secretary or Notary



[Signature]
General Counsel for CFX

20 FEB 20 PM 3:55

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 528 WIDENING
Narcoossee Road to S.R. 417**

PROJECT NO. 528-160

IN ORANGE COUNTY, FLORIDA

January 27, 2020

TABLE OF
CONTENTS

Description	Page No. A-
1.0 GENERAL.....	5
1.01 Location.....	5
1.02 Description.....	5
1.03 Purpose.....	5
1.04 Organization.....	5
1.05 Term of Agreement for Design Services.....	6
2.0 STANDARDS.....	7
3.0 DESIGN CRITERIA.....	8
3.01 General.....	8
3.02 Geometry.....	8
3.03 Bridge and Other Structures.....	11
4.0 WORK PERFORMED BY CONSULTANT.....	12
4.01 Design Features.....	12
4.02 Governmental Agencies.....	12
4.03 Preliminary Design Report - Review.....	12
4.04 Surveys and Mapping (DRMP & WBQ).....	13
4.05 Geotechnical Investigation.....	16
4.06 Contamination Impact Analysis.....	17
4.07 Pavement Design.....	17
4.08 Governmental Agency and Public Meetings.....	18
4.09 Environmental Permits.....	18
4.10 Utilities.....	19
4.11 Roadway Design.....	20
4.12 Structures Design.....	22
4.13 Drainage Design.....	22
4.14 Roadway Lighting.....	23
4.15 Traffic Engineering.....	24
4.16 Signing and Pavement Marking Plans.....	24
4.17 Right-of-Way Surveys.....	25
4.18 Cost Estimates.....	25
4.19 Special Provisions and Specifications.....	25

4.20	Fiber Optic Network (FON)	25
4.21	Toll Plazas	29
4.22	Arc Flash Hazard Analysis	29
4.23	Post-Design Services	30
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE.....	32
5.01	Record Documents	32
5.02	Traffic Data.....	32
5.03	Other	32
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE.....	33
6.01	Right-of-Way Acquisition	33
6.02	Utility Agreements	33
6.03	Public Involvement.....	33
6.04	Contracts and Specifications Services.....	33
6.05	Post-Design Services	33
6.06	Environmental Permits	33
6.07	Conceptual Specialty Design.....	33
7.0	ADMINISTRATION	34
7.01	Central Florida Expressway Authority	34
7.02	CFX's Project Manager	34
7.03	Consultant.....	34
7.04	Project Control.....	35
7.05	Work Progress	35
7.06	Schedule.....	36
7.07	Project Related Correspondence.....	36
7.08	Quality Control	36
7.09	Consultant Personnel	36
7.10	Site Visit	37
7.11	Acceptability of the Work	37
7.12	Design Documentation	37
7.13	Reviews and Submittals.....	38
7.14	30% Roadway Plan Submittal	40
7.15	60% Roadway Plan Submittal	41
7.16	90% Roadway Plan Submittal	43
7.17	100% Roadway, Bridge, Structural and Right-of-Way Plans	45
7.18	Pre-Bid Plans	45

7.19 Bid Set 45

1.0 GENERAL

1.01 Location

- A. See EXHIBIT “E”, Project Location Map.

1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 528 outside widening from Narcoossee Road to SR 417. Specifically, the project consists of widening to the outside to accommodate an additional general use travel lane in the eastbound direction, widening to the inside to accommodate the appropriate inside shoulder width, and widening to provide a two-lane exit at SR 417. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed eastbound S.R. 528 outside widening from Narcoossee Road to SR 417.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX’s Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

- A. CFX’s Project Manager will administer the Consultant services detailed

in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within twelve (12) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2019 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans
 3. The FDOT Design Manual
 4. The FDOT Basis of Estimates Handbook
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book)
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD)

3.0 DESIGN CRITERIA

3.01 General

Design of this project will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2045
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

- A. The following criteria are to be incorporated into the design:

<u>DESIGN ELEMENT</u>	<u>EXPRESSWAY</u>		<u>CROSSROADS/ COLLECTORS</u>
	<u>MAINLINE</u>	<u>RAMPS</u>	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft. /ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change)			
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.			
Right	<u>4-Lane</u> 12 (10 paved)	<u>Single Lane</u> 6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved)
			* min. 5' paved FDOT

<u>DESIGN ELEMENT</u>	<u>EXPRESSWAY</u>		<u>CROSSROADS/ COLLECTORS</u>
	<u>MAINLINE</u>	<u>RAMPS</u>	
Right	<u>6-Lane</u> 12 (10 paved)	<u>Dual Lane</u> 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
<u>Bridges. ft.</u>	<u>4-Lane</u>	<u>Single-Lane</u>	
Right	10	6	
Left	6	6	
	<u>6-Lane</u>	<u>Dual Lane</u>	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break)		
3. Left Shoulder	Match Mainline	5%	5%
4. Right Shoulder	Match Mainline	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM Table 215.2.4	FDM Table 215.2.4	FDM Table 215.4
Vertical Clearance, ft.			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.03 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 outside widening from east of Narcoossee Road (Station 905+00 +/-) to east of the exit to SR 417 (Station 1015+00 +/-). Specifically, the project consists of milling and resurfacing the existing pavement from west of Narcoossee Road to Station 947+00 +/- to remove the existing outside lane drop, widening to the outside for the additional general use lane, widening to the median to accommodate appropriate inside shoulder width, and to the outside to provide a two-lane exit to SR 417. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, SFWMD, FAA, and applicable Water Management District(s).

4.03 Preliminary Design Report - Review

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

- B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items:
1. Add parallel deceleration lane to create the two-lane exit to SR 417 including necessary widening along the existing ramp.
 2. Pavement analysis
 3. Drainage and permitting approach
 4. Hydroplaning Analysis
 5. Adjacent project coordination including LED lighting conversion by 528-143 and rail construction by Brightline Trains

4.04 Surveys and Mapping (DRMP & WBQ)

- A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- B. Alignment (WBQ)

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

Research Recon Recover existing CL Survey and R/W monumentation per SR 528 Project 907 Right of Way Map, Eastern Beltway 775300-6440-401/402 Right of Way Map, Virgin Train Easement Surveys.

Prepare ALIGNRD01 & RW528-160_RW Lines dgn files.

C. Reference Points (WBQ)

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)

D. Bench Levels (WBQ)

1. The Consultant shall establish new benchmarks on points established in 27.1.

E. Topography (DRMP & WBQ)

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. Topographic survey of S.R. 528 (Eastbound only) from Narcoossee Rd to S.R. 417 will extend from the grass median of S.R. 528 to toe of slope and/or right of way fence. Survey data will be collected using a combination of Terrestrial Mobile LiDAR (TML), GPS and conventional methods.
3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100' from TML data.
4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM. (WBQ)
5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey (WBQ)

Perform a 3D DTM Survey of off pavement area; from EB south edge of pavement to 25' past R/W and the grassed median within the project limits. Provide to DRMP for Data merge.

Perform a drainage survey including pipe type, location, size and flow line elevations.

G. Underground Utilities (DRMP)

Locate all underground utilities, horizontally and vertically as flagged by

respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas. DRMP will provide survey support of a total of 240 geotechnical borings as described below:

QL-B (Designates): Designate of an estimate of 4 underground utilities lying within area of interest. According to Sunshine 811 (OneCall) Design Ticket # 347900623, there are 17 utility companies with infrastructure within the area to be investigated, but only 4 will be considered per current site conditions. ITS will be designated by CFX, DRMP will survey the ITS line only.

Utilities x 14,678 ft = 58,712 ft = 11.12 mi (Approx)

QL-A (Test Holes) - Verification Test Holes & Conflict Test Holes
Estimate of 3 Verification test hole per utility to support designate effort
4 utilities x 3 Test Holes = 12 Verification Test Holes. An estimate of 30 Test Holes for conflict resolution, 20 test holes to clear new light poles, single pole traffic signs. Clearance Holes consisting of a cross of five (5) test holes per clearance area for 3- Multi Pole Traffic Signs, 2-Overhead Sign Structures and 1-Cantilever Sign Structure. $(6+4+1) * 5 = 55$ Test Holes.

Total Locates = $12+45+20+55 = 117$ test Holes

H. Right-of-Way Ties (WBQ)

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

I. Bridge Survey (N/A)

J. Jurisdictional Line Surveys (WBQ)

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC: anticipate 4 miles of wetland delineation (includes surveying flagging for surface waters or roadside ditches).

K. Geotechnical Surveys (DRMP)

Locate and/or stake boring locations as needed for geotechnical investigations. DRMP will provide survey support of a total of 240 geotechnical borings as described below:

- Roadway- 212 borings • Ponds/Swales- 16 borings • Piezometers- 4
- Signs- 5 borings • CCTV Poles- 3 borings.

Total Amount = 240

L. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.

M. CFX ITS/FON (DRMP)

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The ITS Consultant shall review the collected data before submitting it to the CFX GSC for review. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.05 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures;

allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.06 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Part 2, Chapter 20, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the

Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.09 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
13. Pre-application meeting with SFWMD

4.10 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall identify utility owners within the project

limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.

- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items
 - 3. General notes
 - 4. Summary Quantities sheets
 - 5. Project Layout
 - 6. Typical roadway sections
 - 7. Typical roadway details
 - 8. Plans and profiles (plans at 1" = 50' scale)
 - 9. Interchange layout plans
 - 10. Ramp Terminal Details
 - 11. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
 - a. 1/2 section from WB EOT to southern LA R/W line (minimum)
 - b. Earthwork quantities
 - 12. Traffic Control Sheets including Temporary Drainage
 - 13. Utility Adjustment Sheets

14. Details
15. Special provisions
16. Special specifications

4.12 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Sign structures:
 - a. Structural evaluation of the following existing structures:
 - i. Overhead truss with 1 DMS, 1 static sign panel)
 - b. Design of sign structures:
 - i. 2 Overhead Cantilever
 - ii. 3 Overhead Truss
 - iii. 3 Multi-Post ground mount signs

4.13 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 1. Perform all drainage design in accordance with the approved criteria from Section 3.01D.
 2. Finalize the pond design at the 30% submittal. Modify existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system

4.14 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. The Consultant shall provide arc flash and short circuit analysis for Roadway Lighting.
- C. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- D. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - Cover sheet (key sheet)
 - Tabulation of Quantities
 - General notes

- Pole data and Legend sheet
- Project Layout sheet
- Plans sheets (plans at 1"=50' scale)
- Service point detail
- Special Details

4.15 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes entering and leaving Orlando International Airport unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.

- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.
- E. Replace DMS 528-14.0 WB and place new DMS approaching the SR 417 interchange (2 DMS signs).

4.17 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project.

4.18 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.19 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. Any devices that are damaged or impacted by the project shall be replaced. The Consultant shall provide arc flash and short circuit analysis for the FON components.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON

- d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
- e. Manhole/Pull box locations and stub-out details (standard details provided)
- f. Device layout
- g. Device installation details
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
- l. **Connectivity with the FON backbone conduits**
- m. **Fiber cable splice details for new or relocated fiber optic cabling.**
- n. **Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.**
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). **Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.**
- p. Design Methodology Report shall include voltage drop calculation, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- w. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details

provided), in the event existing DCS would not survive project construction.

- x. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
 - y. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
 - z. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
 - aa. Install new EB DMS approaching the SR 417 Interchange.
 - bb. Replace existing EB backbone/feeder conduit and place within proposed outside shoulder widening.
 - cc. Replace any existing Skyline DMS within the project limits to the new CFX standard. Coordinate with CFX staff to obtain manufacturer for new proposed sign.
3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.
2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.21 Toll Plazas

- A. This project does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.22 Arc Flash Hazard Analysis

- A. This project includes an Arc Flash Hazard Analysis for the roadway lighting and ITS load centers as detailed below:
 1. Identify the locations of lighting load centers at the power service-entrance locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
 2. Data Collection – Coordination is required with the local power company to gather technical information on their transformer and impedance, operating voltage, power service delivery type, and any other necessary information.
 3. Prepare a One-Line Diagram of the system for each individual power service-entrance location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
 4. Perform a short Circuit Study – Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
 5. Calculate arc current for every required equipment or bus.
 6. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
 7. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
 8. Determine the arc flash boundary.
 9. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following items.
 10. The name of person performing the assessment
 11. The date of assessment.
 12. All data collected and used in the assessment, including protective device settings.
 13. Assumptions used in the absence of data.
 14. The name of the software and the revision.
 15. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
 16. Arc Flash Labeling – Include provisions in the plans or specifications to furnish and install labels. Arc flash labels are to

be placed on exterior cover of equipment at the power service-entrance locations. Arc flash labels should be located in a place that is easily visible and readable from some distance. The label shall include nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance.

4.23 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project.

Reviews will be conducted and returned within two weeks from receipt of information.

- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.

5.02 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry.
 - 6. AVI Percentages

5.03 Other

- A. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

- A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

- A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

- A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

- A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.02 CFX's Project Manager

CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under

this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
2. **Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.**
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. **Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.**
 6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly

basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.07 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed, if necessary. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the quantity computation booklet.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 6. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.
 - f. Interchange supplemental maps prepared.
 3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.

4. Plan and Profile Sheets

- a. Centerline plotted.
- b. Reference points and bench marks shown.
- c. Existing topography.
- d. Base line of surveys, curve data, bearings, etc. shown.
- e. Beginning and end stations (project and construction).
- f. Geometric dimensions.
- g. Proposed and existing limited access right-of-way lines.
- h. Existing ground line.
- i. Proposed profile grade.
- j. Type, size and horizontal location of existing utilities.
- k. Drainage structures and numbers are shown
- l. Drainage ponds are shown.

5. Cross Sections

- a. Existing ground line.
- b. Preliminary templates at critical locations (not to exceed 500 feet).
- c. Existing utilities shown.

6. Interchange Layout and Ramp Profiles

- a. Geometric dimensions.
- b. Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

- a. Striping layout.
- b. Sign structure locations.
- c. Roll plot with guide sign panels shown

7.15 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map
 - a. Project description and number shown.
 - b. Equations, exceptions and bridge stations shown.
 - c. North arrow and scale included.
 - d. Consultant and CFX sign-off included.
 - e. Contract set index complete.
 - f. Index of sheets updated.

2. Drainage Maps
 - a. Flood data shown.
 - b. Cross drains and storm sewer shown.
 - c. Bridges shown with beginning and ending stations.
 - d. Interchange supplemental sheets updated.

3. Typical Section Sheets
 - a. All required typical sections are included.
 - b. Limited access right-of-way lines are shown.
 - c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.

4. Plan and Profile Sheets
 - a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Curve data and superelevation included.
 - h. Pavement edges, shoulders and dimensions shown.
 - i. Project and construction limits shown.
 - j. Bridges shown with beginning and ending stations.
 - k. General Notes.

5. Drainage Structures
 - a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.

6. Cross Sections
 - a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.
 - e. Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a. Geometric data shown.
 - b. Profiles finalized.
 - c. Coordinate data shown.
 - d. Limited access right-of-way lines shown.
 - e. Curve data shown.
 - f. Bearings and bridges shown.
 - g. Cross roads, frontage roads, and access roads shown.
 - h. Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Intelligent Transportation System (ITS) Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

7.16 90% Roadway Plan Submittal

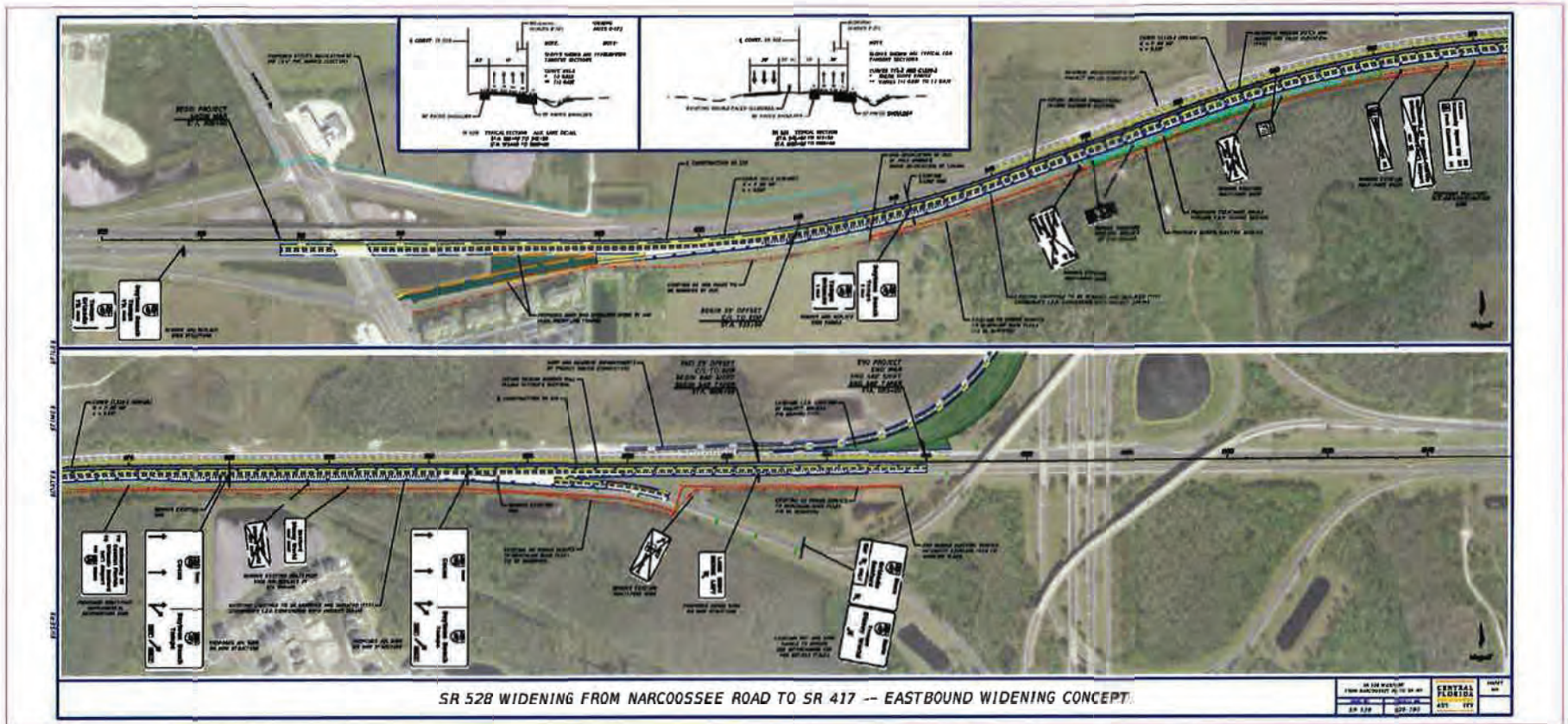
- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 1. Key Map
 - a. Length of Project with exceptions shown.
 - b. Index of sheets updated.

2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
3. Typical Section Sheets
4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b. Limits of side road construction.
 - c. Angle and stationing for intersections.
 - d. Treatment for non-standard superelevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown.
7. Cross Section Sheets
 - a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
8. Utility Relocation Plans
 - a. Utility relocation plans prepared.
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans
 13. Highway Lighting Plans
 14. Selective Clearing and Grubbing (if required)
- 7.17 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.18 Pre-Bid Plans
- 7.19 Bid Set

Exhibit "E"

Project Location Map





MEMORANDUM

Date: January 27, 2020
To: Jamison Edwards, PE, CFX Engineering Project Manager
From: James E. Bradford, PE *JEB*
Subject: Design Consultant Services – Contract No. 001589
SR 528 Eastbound Widening from Narcoossee Rd to SR 417
CFX Project No. 528-160

Comments:

I have reviewed the fee sheet and scope of services submitted by the Balmoral Group sent via E-mail on January 27, 2020 for SR 528 EB Widening from Narcoossee Rd to SR 417 (CFX Project No. 528-160). This requested contract is to provide professional services to prepare construction plans and bid documents.

The work authorization request is attached and costs are detailed below:

\$ 404,025.56	in Labor Cost (Prime)
\$ 0.00	in Direct Cost (Prime)
<u>\$ 778,991.18</u>	<u>in Subconsultant Cost</u>
\$ 1,183,016.74	Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$1,183,016.74.

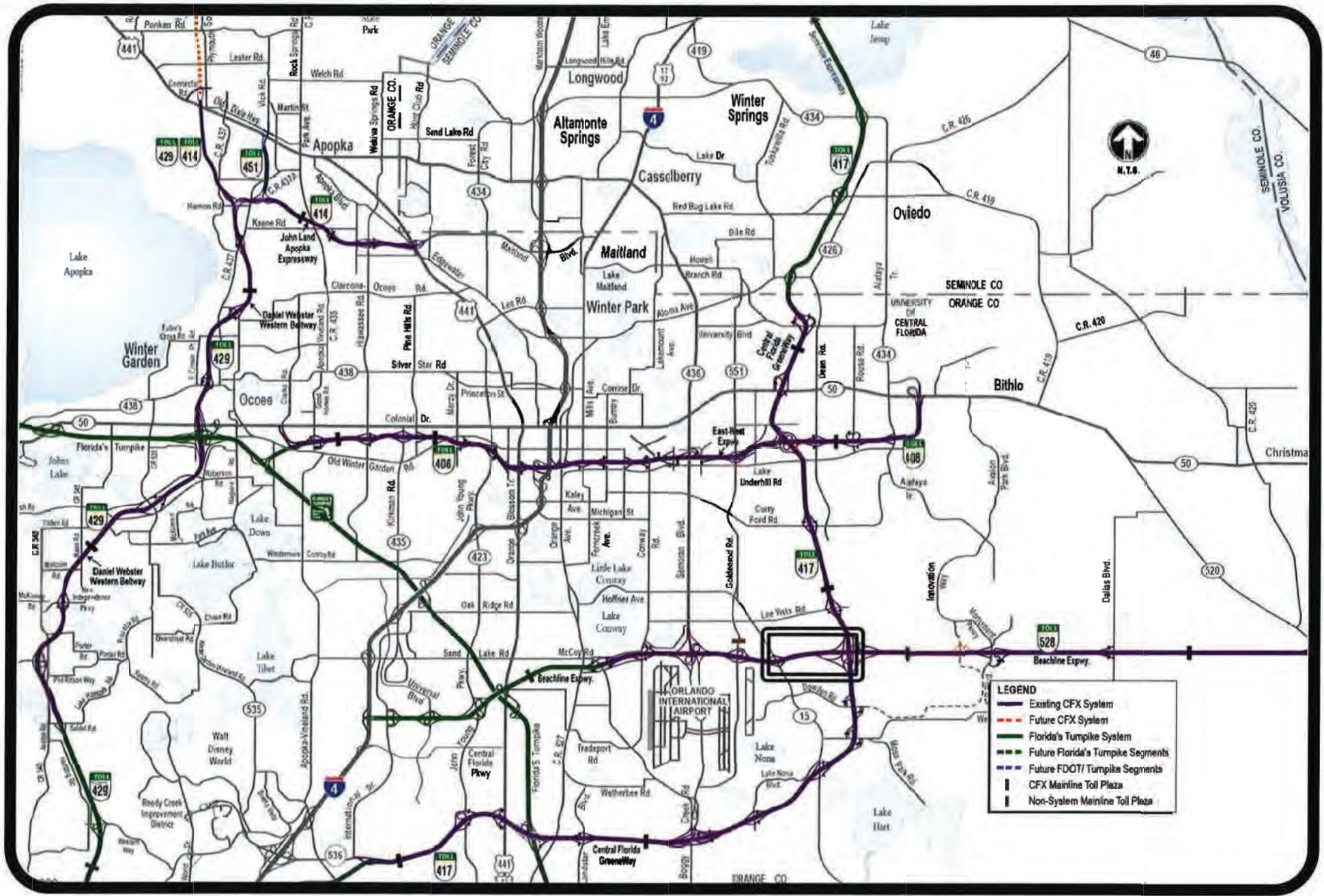
Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
File

EXHIBIT E

PROJECT LOCATION MAP



Project Location Map for
 SR 528 Widening From Narcoossee Road to SR 417 (528-160)

EXHIBIT F

SCHEDULE



Schedule

- 6 months
- Begin Design from Day 1 with existing info
- All field data obtained in first 60 days

6 Month Design Schedule	2020						
	Jan.	Feb.	Mar.	Apr.	May	June	July
Notice to Proceed							
Field Survey							
Geotechnical Investigations							
Preliminary Design Report							
60% Roadway/Drainage Plans							
100% Roadway/Drainage Plans							
Bid Submittal							



**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 18, 2022

SUBJECT: Approval of Supplemental Agreement No. 3 with G-A-I Consultant, Inc. for Design Consultant Services for Poinciana Parkway Extension – Segment 2 Project No. 538-235, Contract No. 001648

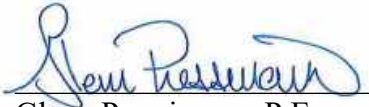
Board approval of Supplemental Agreement No. 3 with G-A-I Consultant, Inc. for a not-to-exceed amount of \$326,459.01 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional drainage design services.

Original Contract	\$6,200,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 181,312.00
Supplemental Agreement No. 3	<u>\$ 326,459.01</u>
Total	\$6,707,771.01

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 16, 2021, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated March 10, 2022 (collectively, “Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the

Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant’s October 20, 2022 letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Services”). Exhibit “A” of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$245,793.97 to \$4,054,586.97.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$80,665.04 to \$2,618,461.59 as follows:

•TEDS	\$58,258.35
•Bentley	\$22,406.69
 - d. The Allowance remains unchanged at \$34,723.35.
 - e. The Total Maximum Limiting Amount is adjusted upward by \$326,459.01 to \$6,707,771.91.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had

been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

By: _____
Print Name: _____
Title: _____

Approved as to form and execution for CFX's exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: November 3, 2022
To: Dana Chester, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001648
 CFX Project No. 538-235
 SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
 Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on October 20, 2022 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for revised drainage design resulting from comments from SFWMD, addition of the screen wall, changes to the DDI geometry, changes to lighting design to conform to FDOT requests, revised tolling standards, and ITS equipment not included in the original scope of services.

The work authorization request is attached and costs are detailed below:

\$ 245,793.97	Total Additional Fee for GAI as Prime
\$ 80,665.04	<u>Total Additional Subconsultant Fees</u>
\$ 326,459.01	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$326,459.01.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

Date: October 20, 2022

Project: SR 538 Extension (Segment 2)

Dana Chester, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

**RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92
Request for SA 3
CFX 538-235 (Contract No. 001648)**

Dear Mr. Chester,

Enclosed you will find a request for SA 3 on the above referenced project. This request is for the modifications to the DDI configuration, drainage redesign to accommodate new SFWMD requirements, structural modifications for the additions of a noise wall/visual screen, update to the tolling design due to the new CFX criteria, and contract maintenance for the extended project schedule

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me.

Please note that Kevin Leadbetter will be executing all contract documents on behalf of GAI. Kevin's information is included on Sunbiz.

Sincerely,
GAI Consultants, Inc.

A handwritten signature in blue ink that reads "Mark A. Owen".

Mark A. Owen, P.E.
Project Manager

Direct: 321-319-3121
Mobile: 407-451-0454
m.owen@gaiconsultants.com

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 538 EXTENSION (Segment 2) FROM
Osceola Polk Line Road (CR 532) to Orange Blossom
Trail (US 17/92)**

Supplemental #3

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

September 27, 2022

SCOPE OF SERVICES: The services for this supplemental agreement include:

- a. The project schedule has been extended beyond the original end date of December of 2021. With a new end date of March 2023, it increases the contract date by 15 months.
- b. Modifications to the DDI after the 90% submittal to remove the acceleration lanes. This requires revised horizontal and vertical geometry and detailing at the ramp connections.
- c. Modifications to the drainage design to include the additional 50% treatment as requested by SFWMD in the RAI.
- d. Structural modifications to the ramp bridge to accommodate the visual/noise wall. Redesign of the structures impacted by the DDI modifications.
- e. Bentley's toll design will be impacted by the new tolling criteria.
- f. ITS modifications include incorporating smart meters at all CFX ITS power services, and revise details for conduit and fiber for tolling based on new Tolling criteria.

WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of the original Scope of Services.

Tab 3: Project General Tasks

- a. Extend contract by 15 months. Includes increase in contract maintenance and project manager meetings.

Tab 4 and 5: Roadway Analysis and Plans

- a. Roadway redesign to remove the acceleration lanes from the DDI. This includes new horizontal and vertical geometry for Ramps D2 and F2.
- b. Revise the detailing sheets for the DDI modification such as the ramp terminal details, back of sidewalk profiles, transition details and intersection island details.
- c. Revised cross sections for the DDI modifications.
- d. Other minor plan revisions to show the new DDI configuration in the typical sections, drainage maps, MOT plans, utility adjustment sheets, etc.
- e. Design and plan modifications for the addition of the noise wall / visual barrier.

Tab 6a and 6b: Drainage Analysis and Plans

- a. Pond redesign due to 150% treatment volume requirement: All 4 ponds need to be redesigned to meet SFWMD new treatment volume criteria for basins within the Lake Okeechobee Basin Management Action Plan (BMAP). Analysis updates include changes to stage areas, orifices, control structures, nutrient removal, curve numbers, level spreaders, and ICPR modeling. Plan updates include changes to drainage maps, pond detail sheets, control structure detail, and pond cross sections. Updates are needed the Dredge & Fill Sketches to incorporate the new wetland impact limits.
- b. SFWMD RAI comment regarding erosion control sheets: GAI will prepare erosion control detail sheets to satisfy the RAI. These detail sheets are not erosion control plan sheets, only typical details regarding placement of BMPs.
- c. DDI Updates: Drainage updates include shifting 20 drainage structures horizontally and/or vertically to align with new layout. Analysis updates include updating storm tabulations, spread

calculations, and ditch calculations. Plan updates include labeling on drainage maps and plan sheets, summary of drainage structures, drainage structure sections, and roadway cross sections (for ditches only).

Tab 7: Environmental Permits and Clearances

- a. Pond redesign due to 150% treatment volume: Support Dredge and Fill exhibit updates along with updates to the wetland impact tables.

Tab 9, 13, 17, 18: GAI Structures

- a. SR 538 WB on ramp bridge over Old Tampa Highway - Noise wall update: Redesigned overhang as 10.5" thick, checked all beams for thicker overhang and add noise wall, updated beam camber tables, updated beam load ratings, updated pedestal and substructure elevations, updated substructure runs and pile loads, updated quantities and updated following sheets; Summary of Quantities, Plan & Elevation, Typical Section, Foundation Data Table, End Bent 1, End Bent 2, End Bent Details Sheets, Finish Grade Elevations 1 of 2, Superstructure Plan, Superstructure Details Sheets, Reinforcing Bar List Superstructure, and Wall 2A and 4 Elevation Sheets
- b. Mast Arm updates: Redesign mast arms due to DDI geometry changes.
- c. Sign Structure updates: OC-1 was relocated due to 90% comment, OC-3 thru OC-6 were updated due to DDI geometry changes and 90% comments. OC-2 cantilever sign required special column design.
- d. CSX Coordination: Coordination with CSX on the wall failure mode and sketches. Removed bridge fencing per CFX comment and added back per CSX comment for bridges 1 thru 3.

Tab 18, 18.31a and 31T: Bentley Tolling Modifications

- a. Effort needed to revise the design and plans to incorporate the CFX Toll Facility Design Criteria, Detailing and Plans Preparation standards changes for toll facility general notes, toll site layout, toll facility site and concrete pavement details, electrical plans, toll equipment details, and toll gantry modifications received after the project was placed on hold.

Tab 19 and 20: Signing and Marking Analysis and Plans

- a. US 17/92 Ramp modifications: Update pavement marking for the changes along the DDI and SR 538 ramps.
- b. Sign Structure updates: OC-1 relocation due to 90% comments, OT-1 and OT-2 were relocated with minor adjustments due to both 90% comments and changes to the DDI configuration.

Tab 21 and 22: Signal Analysis and Plans

- a. Redesigned mast arms, detection systems, and pedestrian facilities, to adhere to the redesigned DDI requirements. Updated vehicle signal layouts and pole elevations, updated quantities, and updated the Summary of Quantities sheets, Plan Sheets, Mast Arm Tabulation, Ped Location Details, and Detection Details.

Tab 23 and 24: Roadway Lighting Analysis and Plans

- a. Update power design to accommodate a load center for each D1 and D5 maintenance limits.
- b. Update photometrics through interchange based on roadway geometry changes.

- c. Additional progress meetings required due to extension in schedule.
- d. Performing an additional arc flash calculation for a new load center
- e. Update design and labels for new power design and adjusted pole locations.
- f. Update lighting plans to show detail/power information sheets for a new load center.
- g. Updating plans based on new standards released in 2022.

Tab 33 and 34: ITS Analysis and Plans

- a. Add smart meters to four ITS power services.
- b. Update the ITS Plans to show smart meters and to show fiber connections to the smart meters from nearby local hub.
- c. Develop new cabinet and wiring diagrams for smart meters.
- d. Update splicing diagrams to show smart meter fiber connections.
- e. Modify power service details and power service assembly details to show smart meters.
- f. Develop detail for static CCTV verification camera attached to FDOT-standard aluminum break-away post and modify ITS Plans to show the camera and pole.
- g. Revise details for conduit and fiber run to tolling points based on new CFX tolling standards.
- h. Perform supervision, quality assurance/quality control, and coordination activities required to complete the design.
- i. Update ITS quantities to account for changes in design.
- j. Update power design to account for design changes.
- k. Attend six additional progress meetings required due to extension in schedule.
- l. Coordinate smart meter monitoring requirements with CFX.

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 10th day of March, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 16, 2021 (collectively, “Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's February 4, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by 141,780.55 to \$3,808,793.00.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$39,532.35 to \$2,537,796.55 as follows:

• TEDS	\$39,532.35
--------	-------------
 - d. The Allowance remains unchanged at \$34,723.35.
 - e. The Total Maximum Limiting Amount is adjusted upward by 181,312.90 to \$6,381,312.90.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2022.04.11 14:47:42 -04'00'
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter
DN: cn=Kevin R. Leadbetter, email=Kevin.R.Leadbetter@gaiconsultants.com,
Date: 2022.03.30 08:57:52 -04'00'
Print Name: Kevin Leadbetter
Title: Sr. Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly for
Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: February 17, 2022
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on February 4, 2022 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for revised drainage design and revised limits of the project along US 17/92 and SR 538 not included in the original scope of services.

The work authorization request is attached and costs are detailed below:

\$ 141,780.55	Total Additional Fee for GAI as Prime
\$ 39,532.35	Total Additional Subconsultant Fees
\$ 181,312.90	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$181,312.90.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



Exhibit "A"

Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

Date: February 4, 2022

Project: SR 538 Extension (Segment 2)

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

**RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92
Request for SA 2
CFX 538-235 (Contract No. 001648)**

Dear Mr. Hawthorne,

Enclosed you will find a request for SA 2 on the above referenced project. This request is for the additional drainage/pond redesigns, traffic modeling to support the Interchange/ICE analysis, additional box culvert for FDOT District One and miscellaneous scope changes to ITS and lighting. This request is for both GAI and TEDS.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me.

Please note that Kevin Leadbetter will be executing all contract documents on behalf of GAI. Kevin's information is included on Sunbiz.

Sincerely,
GAI Consultants, Inc.

A handwritten signature in blue ink that reads 'Mark A. Owen'.

Mark A. Owen, P.E.
Project Manager

Direct: 321-319-3121
Mobile: 407-451-0454
m.owen@gaiconsultants.com

SR 538 (Poinciana Pkwy) Segment 2
Contract No. 538-235

Supplemental Amendment No 2

Scope of Services: The following Scope of Services is proposed for additional services on the roadway, drainage, structures, traffic, lighting, and ITS design.

Tabs: Description of Design Change or Additional Services

- 6a, 6b, 8 Redesign of the stormwater ponds: The original design was based on the approved Pond Site Report. Based on the availability of remnant parcels, the pond sites were moved, which required a redesign of the pond systems. Once complete, it was determined that a new parcel east of the G5 Church property had become available, which required an additional redesign of the pond system. Please note that the survey and geotechnical effort for these changes was included in Supplemental Agreement No. 1.

- 5, 6a, 6b, 8 Modifications due to the matchline shift between the design segments: Due to deep muck issues, the bridge structure on the adjacent segment of SR 538 was shifted, which required modifications to the plans, profile grades and cross sections. Along with the mainline and ramp profile grade modifications, it was determined that the drainage from the adjacent segment could no longer be routed to the G5 pond. This required a redesign of the G5 pond.

- 6a, 6b, 9, 18 Additional box culverts on US 17/92: During the design phase, a new box culvert was identified on US 17/92 which required extension. GAI will provide the structural design of the box culvert, including associated drainage design and coordination with FDOT District One. This includes two additional BHR reports required by FDOT District Five

- 19 Traffic analysis: To receive approval from FDOT District 5 for the DDI interchange configuration, it required the design team to provide additional traffic modeling, signal warrant analysis and ICE analysis.

- 23, 24 Lighting plans: In the original proposal, the lighting design was based on a project length of 6500 feet. The actual project length is 9520 feet, which is an increase of approximately 50% from the original estimate. This required an increase in lighting design and sheet counts.

- 33, 34 ITS design: After completion of the 60% plans, it was determined that additional ITS design and details were necessary. This included new ITS details, extensive coordination with Duke transmission for ADMS placement, incorporation of some new standards, and redesign to share power services with the adjacent Project # 538-234 (WGI Prime).

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 16th day of July, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of GAI CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020 (“Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 28, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs remain unchanged at \$3,667,012.45.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$400,061.14 to \$2,498,264.20 to include the following:

•Tierra	\$189,171.14
•WBQ	\$155,825.16
•Maser	\$55,064.84
 - d. The Allowance is adjusted downwards by \$400,061.14 to \$34,723.35.
 - e. The Total Maximum Limiting Amount remains unchanged at \$6,200,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.07.19 16:21:38 -04'00'
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter
DN: E=leadbetter@gaiiconsultants.com,
OU=Kevin R. Leadbetter
Date: 2021.07.19 09:47:29-04'00'
Print Name: Kevin Leadbetter
Title: Senior Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

Laura N. Kelly,
Associate General
By: Counsel Digitally signed by Laura N.
Kelly, Associate General Counsel
Date: 2021.07.19 15:54:55
-04'00'

Diego "Woody" Rodriguez
General Counsel

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GAI CONSULTANT, INC.**

POINCIANA PARKWAY EXTENSION SEGMENT 2

CONTRACT NO. 001648, PROJECT 538-235

**CONTRACT DATE: JUNE 11, 2020
CONTRACT AMOUNT: \$6,200,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGREEMENT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, DETAILS OF COSTS AND FEES,
PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, SCHEDULE, AND POTENTIAL
NON-CONFLICT DISCLOSURE FORM**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION
MAP, SCHEDULE, AND POTENTIAL NON-CONFLICT DISCLOSURE FORM**

FOR

**POINCIANA PARKWAY EXTENSION SEGMENT 2
PROJECT 538-235**

DESIGN SERVICES

CONTRACT NO. 001648

JUNE 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 20
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

Table of Contents

1.0.	DEFINITIONS.....	1
2.0.	SERVICES TO BE PROVIDED	1
3.0.	TERM OF AGREEMENT AND RENEWALS	2
4.0.	PROJECT SCHEDULE.....	3
5.0.	PROFESSIONAL STAFF	3
6.0.	COMPENSATION	5
7.0.	DOCUMENT OWNERSHIP AND RECORDS.....	5
8.0.	COMPLIANCE WITH LAWS	7
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0.	TERMINATION.....	7
11.0.	ADJUSTMENTS	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	9
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS	10
14.0.	THIRD PARTY BENEFICIARY	10
15.0.	INSURANCE.....	10
16.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....	12
17.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	13
18.0.	DOCUMENTED ALIENS	14
19.0.	E-VERIFY CLAUSE.....	14
20.0.	INSPECTOR GENERAL	14
21.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	15
22.0.	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....	15
23.0.	AVAILABILITY OF FUNDS	15
24.0.	AUDIT AND EXAMINATION OF RECORDS.....	16
25.0.	GOVERNING LAW AND VENUE.....	17
26.0.	NOTICE.....	17
27.0.	HEADINGS	18
28.0.	CONTRACT LANGUAGE AND INTERPRETATION	18
29.0.	ASSIGNMENT	18
30.0.	SEVERABILITY	18
31.0.	INTEGRATION.....	18
32.0.	ATTACHMENTS	19

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 11th day of June 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and GAI Consultants, Inc., hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 618 E South St., Suite 700, Orlando, FL 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX’s Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of Poinciana Parkway Extension Segment 2 identified as Project 538-235 and Contract No. 001648.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit “A”**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit “A”**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except

for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Bentley Architects and Engineers, Inc. Class I	Brindley Pieters and Associates, Inc. Class I
Maser Consulting P.A. Class I	Maser Consulting P.A. (Survey) Class II
Traffic Engineering Data Solutions, Inc. Class I	Tierra, Inc. Class II
WBQ Design & Engineering, Inc. Class I and (Survey) Class II	

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,200,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 618 E South St., Suite 700, Orlando, FL 32801

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records

subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

8.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the

resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of

that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in

compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred to as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of

this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0. AVAILABILITY OF FUNDS

CFX’s performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: GAI Consultants, Inc.
618 E South St., Suite 700
Orlando, FL 32801
Attn: Mark Owen, P.E.

GAI Consultants, Inc.
618 E South St., Suite 700
Orlando, FL 32801
Attn: Scott Bear, P.E.

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

29.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

30.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32.0. ATTACHMENTS


- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map [Note: Attach if applicable]
- Exhibit "F", Project Schedule [Note: Attach if applicable]
- Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on June 11, 2020.

GAI CONSULTANTS, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature

BY: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.07.09 16:28:17 -04'00'
Director of Procurement

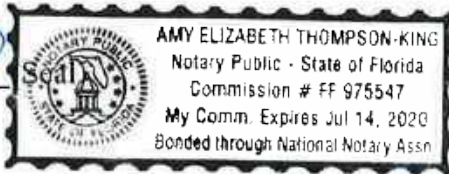
Print Name: Kevin Leadbetter, PE

Print Name: _____

Title: Sr. Vice President

Effective Date: _____

ATTEST: 
Secretary or Notary



Approved as to form and execution, only.

Diego "Woody" Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.07.09 16:13:12 -04'00'
Rodriguez
General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 538 EXTENSION (Segment 2) FROM
Osceola Polk Line Road (CR 532) to Orange Blossom
Trail (US 17/92)**

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

April 20, 2020

Exhibit A
SCOPE OF SERVICES
TABLE OF CONTENTS

<u>Description</u>	<u>Page No. A-</u>
1.0 GENERAL.....	5
1.1 Location.....	5
1.2 Description	5
1.3 Purpose	5
1.4 Organization	5
1.5 Term of Agreement for Design Services.....	6
2.0 STANDARDS	7
3.0 DESIGN CRITERIA	8
3.1 General	8
3.2 Geometry	8
3.3 Bridge and Other Structures	10
4.0 WORK PERFORMED BY CONSULTANT	11
4.1 Design Features	11
4.2 Governmental Agencies	11
4.3 Preliminary Design Report - Review	11
4.4 Surveys and Mapping.....	12
4.5 Geotechnical Investigation.....	15
4.6 Contamination Impact Analysis	16
4.7 Pavement Design.....	16
4.8 Governmental Agency and Public Meetings.....	16
4.9 Environmental Permits	17
4.10 Utilities	18
4.11 Roadway Design	19
4.12 Structures Design	20
4.13 Drainage Design.....	21
4.14 Roadway Lighting.....	21
4.15 Traffic Engineering	22
4.16 Signing and Pavement Marking Plans.....	23
4.17 Signalization Plans	23

4.18	Right-of-Way Surveys.....	23
4.19	Certified Right of Way Control Survey	24
4.20	Right of Way Maps	26
4.21	Cost Estimates.....	29
4.22	Special Provisions and Specifications.....	29
4.23	Intelligent Transportation Systems(ITS).....	29
4.24	Toll Gantry & Cabinets.....	33
4.25	Post-Design Services.....	33
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE.....	35
5.1	Record Documents	35
5.2	Traffic Data	35
5.3	Other.....	36
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE.....	36
6.1	Right-of-Way Acquisition.....	36
6.2	Utility Agreements	36
6.3	Public Involvement	36
6.4	Contracts and Specifications Services.....	36
6.5	Post-Design Services.....	36
6.6	Environmental Permits.....	36
6.7	Conceptual Specialty Design	37
7.0	ADMINISTRATION.....	37
7.1	Central Florida Expressway Authority.....	37
7.2	CFX’s Project Manager will:.....	37
7.3	Consultant.....	38
7.4	Project Control	38
7.5	Work Progress	39
7.6	Schedule	39
7.7	Project Related Correspondence	39
7.8	Quality Control.....	39
7.9	Consultant Personnel.....	39
7.10	Site Visit.....	40
7.11	Acceptability of the Work	40
7.12	Design Documentation	40
7.13	Reviews and Submittals	41
7.14	30% Roadway Plan Submittal.....	43

7.15	30% Bridge and Structural Plan Submittal.....	44
7.16	60% Roadway Plan Submittal.....	44
7.17	90 % Bridge and Structure Plan Submittal.....	46
7.18	90% Roadway Plan Submittal.....	46
7.19	100% Roadway, Bridge, Structural and Right-of-Way Plans.....	47
7.20	Pre-Bid Plans.....	47
7.21	Bid Set.....	47

1.0 GENERAL

1.1 Location

- A. See EXHIBIT “E”, Project Location Map.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 538 extension from Osceola Polk Line Road (CR 532) to Orange Blossom Trail (SR 600, US 17/92). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between CR 532 and US 17/92, interchange ramps to/from CR 532 and US 17/92 (to/from the north only), and widening US 17/92 to sufficiently accommodate the proposed interchange. This project will include construction of new bridge structures for the SR 538 main line and interchange ramps over CSX RR, Old Tampa Highway, and US 17/92, and new toll collection facilities for the ramps to/from CR 532. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, right-of-way mapping, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 538 extension from CR 532 to US 17/92.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX’s Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

- A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

- 1. Project Milestones:

- The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

- The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans
 3. The FDOT Design Manual,
 4. The FDOT Basis of Estimates Handbook
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended
 7. CFX Design Guidelines 2020 Edition

3.0 DESIGN CRITERIA

3.1 General

Design of this project will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2045
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	
	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.			
Right	4-Lane 14 (12 paved)	Single Lane 6 (4 paved)	8 (4* paved)
Left	14 (12 paved)	6 (2 paved)	2 (2 paved)
			* min. 5' paved
Right	6-Lane 14 (12 paved)	Dual Lane 10* (8* paved)	
Left	14 (12 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.			
Right	4-Lane 10	Single-Lane 6	
Left	6	6	
Right	6(or more)-Lanes 12	Dual Lane 10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.3 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 538 extension from CR 532 (Station XXX +/-) to just south of the US 17/92 bridge (Station XXX +/-). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between CR 532 and US 17/92, interchange ramps to/from CR 532 and US 17/92 (to/from the north only), and widening US 17/92 to sufficiently accommodate the proposed interchange. This project will include construction of new bridge structures for the SR 538 main line and interchange ramps over CSX RR, Old Tampa Highway, and US 17/92, and new toll collection facilities for the ramps to/from CR 532. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, right-of-way mapping, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FDEP, FAA, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items at a minimum:

1. Horizontal alignment of SR 538 and US 17/92
2. Vertical alignment of SR 538 and US 17/92
3. Potential wall locations along SR 538
4. Pavement analysis
5. Hydroplaning Analysis
6. Drainage pond locations
7. Utility relocations

4.4 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

The Authority will provide aerial survey (topography and mapping) with limited control and coverage. Section 6.01 defines all work performed by the Authority or its designee.

The Authority has performed a Project Network Control Survey and documented the location and values at approximately one-half mile intervals. The Consultant shall supplement this information with additional points as necessary to meet project requirements.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of

existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.

2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals along SR528, US17/92, and CR532 alignments, using stable points.
2. The Bench Run will be based on closures between established benchmarks provided by the Authority.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. CFX to supply Cross-sections at 1000' intervals along the mainline to verify DTM.
3. 12.78 acres of off pavement topographic survey to fill in obscure areas of DTM based on GEC provided LiDAR Survey. Southern limit is Sta 104+00.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys (N/A)

Perform topographic and utility surveys of side streets as may be needed for engineering design.

I. Bridge Survey (N/A)

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC: anticipate $\pm xx$ mile of wetland delineation (includes surveying flagging for surface waters or roadside ditches).

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. New right-of-way is anticipated.

M. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

Locates needed to support Geotechnical Investigation shall be coordinated as follows:

1. Geotech submits boring location plan to EOR as pdf and kmz
2. EOR identifies potential conflicts based on survey/SUE and sends BLP (pdf & kmz) and any conflicts to GEC PM

3. GEC PM provides list of conflicts and kmz of all soil borings to GSC for review
4. GSC to confirm potential conflicts and respond to EOR and GEC & CFX PMs
5. EOR or their designee to coordinate directly with CFX FON Locate Technician for field locates. Only areas of potential conflict will be located.
6. Locate schedule to be agreed upon by CFX FON Locate Technician, Geotech, Survey/SUE, and EOR
7. Sunshine One Call tickets submitted by EOR
8. CFX to respond with “8 Unmarked - Ongoing Project”

4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX’s Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water

table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.8 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.9 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
 8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
 9. Provide all permit application material in .pdf format.
 10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
 11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
 12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges

13. Pre-application meeting with SFWMD

4.10 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility

companies for all utility relocation or adjustments required to accommodate construction.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 Roadway Design

- A. A Typical Section Package was approved with the PD&E Study. Available typical sections shall be reviewed as part of the Preliminary Design Report and changes submitted to the Authority for review and approval. When cross roads or other facilities are maintained by another agency, the Consultant must coordinate approval of that typical section with the maintaining agency.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items
 3. General notes
 4. Summary Quantities sheets
 5. Project Layout
 6. Typical roadway sections
 7. Typical roadway details
 8. Plans and profiles (plans at 1" = 50' scale)
 9. Interchange layout plans
 10. Ramp Terminal Details

11. Crossroad plans and profiles (1" = 50' scale)
12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
 - a. Earthwork quantities
13. Traffic Control Sheets including Temporary Drainage
14. Utility Adjustment Sheets - as deemed necessary
15. Details
16. Special provisions
17. Special specifications

4.12 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Complete Bridge designs will be provided for all bridges.
 2. Retaining walls, including Critical Temporary walls
 3. Box Culverts
 4. Approach slabs
 5. Details
 6. Summary quantity tables
 7. Special provisions and specifications
 8. Stage construction-sequencing details
 9. Sign\Signal structures:
 10. Noise walls (Locations to be determined)
 11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating

Analysis packages shall be submitted for their review and approval.

4.13 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Finalize the pond design at the 30% submittal.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 8. Prepare a pond siting report.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltrationsystem

4.14 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include installation of all CFX lighting on the corridor to as LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes
 - 4. Pole data and Legend sheet
 - 5. Project Layout sheet
 - 6. Plans sheets (plans at 1" =50' scale)
 - 7. Service point detail
 - 8. Special Details
- D. Perform an under-deck lighting analysis

4.15 Traffic Engineering

- A. Traffic Data
 - 1. Traffic data will be furnished by the Authority.
 - 2. The Consultant will review and analyze the traffic data provided and develop recommended geometry at the intersections, including the number of turn lanes and storage lengths.
- B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage

system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary. (Include provisions for WWD requirements)
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

4.17 Signalization Plans

- A. Signal plans will be needed for the single-point interchange at US 17/92 and may be needed for the ramps at CR 532.
- B. The Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

4.18 Right-of-Way Surveys

- A. Section Line Ties
 1. The Consultant shall perform a Control survey to locate Certified Corner Record locations, and prepare new Certified Corner

Record forms.

2. Perform all Section and fractional Section line surveys required for the R/W Control Surveys and R/W Mapping.

B. Subdivision Ties/Property Line Ties

1. Tie all subdivisions including condominium boundaries, at the beginning and end; block lines, and street right of way lines to the alignment. Ties will be made by closed traverse to assure acceptable closure. All block corners shall be found or set in the field with corners properly identified with size and type and shown on the R/W Control Survey.
2. Make individual property line ties where apparent property line disputes may occur. If information is available from local surveyors, submit copies of their surveys.

C. Maintained R/W Survey - (Not required)

D. Mean High Water/Safe Upland Line Survey (Not Required)

1. Perform a Safe Upland Line Survey for all locations where the facility crosses Sovereign Waters of the State of Florida.

E. R/W Monumentation – (Not required)

F. Stake R/W Parcels – (Not required)

At the completion of the Design and Right of Way Surveys, provide all field books, certified to the Authority, and copies of electronic files on CDROM, with certification attached.

4.19 Certified Right of Way Control Survey

The field Right of Way survey will serve as the basis for the Right of Way Maps and shall be presented in the format of a certified drawing on 22" x 34". The Consultant shall certify this drawing as Specific Purpose Survey, which meets the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 of the Florida Administrative Code. These survey drawings shall be at a scale of 1 inch = 400 feet for a key map and a scale of 1 inch = 50 feet for detail sheets or at a scale acceptable to the Authority. The surveyor shall furnish the Authority with four (4) signed, sealed and certified copies of the above maps along with the original reproducible film copy and the CADD drawing files on disk.

The Consultant shall submit Right of Way Control Survey maps to the Authority for review at the following stages of completion, with data as specified.

A. 30% Right of Way Control Survey - (Key Maps)

1. Complete alignment data, including beginning of survey station, all curve data, bearings on all tangents along the alignment, all intermediate control point stations, and end of survey station. All control points must be identified as to type and size of material set at each respective point.
2. All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent), must be shown with the station where their intersection with alignment occurs, a distance from the nearest corner to alignment, and bearings and distances between all corners. Type of corner, either found or set, should be spelled out or identified by a legend.
3. All Subdivision and Condominium boundaries with official names and recording information.
4. A separate sheet depicting all of the alignment control reference points and reference points for Public Land Survey corners along with the type and size of material used for each respective reference point. This sheet does not need to be plotted to scale. All references shall be shown with a North Arrow, pointing to the top of the page.
5. Sheet one of the key maps should contain all pertinent general survey notes and the Certification that the Specific Purpose Survey was made for the purpose of providing horizontal position data for the support or control of right of way related maps for the transportation facility shown and done under responsible charge and meets the Minimum Technical Standards of the Board of Professional Surveyors and Mappers 61G17-6 Florida Administrative Code.

B. 60% Right of Way Control Survey - (Detail Sheets)

1. Complete alignment data, including beginning of survey station, all curve data, bearing on alignment, all intermediate control point stations, end of survey station. Show all control points identified as to type and size of material set at each respective point.
2. All subdivisions, including condominium boundaries, with a station where the alignment and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries or existing right of way as shown on existing right of way maps in each subdivision and or condominium. A distance from alignment to the existing right of way line or nearest found or set corner and bearings and distances on all subdivision lines which were intersected with the alignment, all lot and block numbers, street names, plat book, page, and

official name of each subdivision.

3. Key Maps with any revisions or corrections
- C. 90% Right of Way Control Survey
1. All revisions required to support the complete Right of Way Mapping.
- D. 100% Right of Way Control Survey
1. Signed and sealed copies and final CADD files
- E. Computer Mapping - All survey maps will be prepared using CADD and all submittals will include:
1. CADD files in Microstation format. All maps will include point names generated on appropriate CADD level.
 2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

4.20 Right of Way Maps

Right of Way Map shall be accurate, legible, complete, plotted to a scale as directed by the Authority. Right of Way Maps, Parcel Sketches and Legal Land Descriptions shall be prepared under the direction of a Surveyor and Mapper licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes.

The Consultant shall be responsible for determining and justifying additional rights of way required by their design. The Consultant shall make every effort to minimize the limits of right of way acquisition through the creative use of existing right of way. Right of Way Maps shall be prepared by CADD. The Consultant shall be responsible for preparation of an abbreviated Right-of-Way Map for the project consisting of a Detail Sheet for the two parcels anticipated to be needed for the project. The Right-of-Way Control Survey Maps will be utilized as the background for the Right-of-Way Maps.

Right of Way Maps shall be plotted on 22" x 34" at a scale of 1 inch = 50 feet for Detail Sheets or at a scale acceptable to the Authority. These scales should be adjusted appropriately to facilitate "uncluttered" mapping, depicting the necessary data without confusion to the users. Text size for mapping should not be smaller than 1/10".

The Consultant shall submit Map Sheets to the Authority for review at the following stages of completion, with data as specified:

- A. 90% Right of Way Maps
 - 1. Area of taking fully dimensioned with the bearings, distances and curve data, and parcel number bubble.
 - 2. Dimensions shown on all remainders. Dimensions of large remainders may be shown as an insert at a larger scale.
 - 3. Curve and Line tables may be used to eliminate clutter, but should be used only as needed, and shall be placed on all sheets where the curves are shown.
 - 4. Areas of large takings/remainders (one-half acre or more) shall be shown in acres, to 3 decimal places. Areas of small takings/remainders (less than one-half acre) shall be shown to the nearest square foot.
 - 5. Completed Title Block (all spaces must be filled in; if not applicable, show N/A). In using the strip title block, avoid placing text or mapping within 1" above the REVISION blocks.
 - 6. Limits of Construction consistent with Design Plans, including cross-sections, drainage, mitigation, etc.
- B. 100% Right of Way Maps
 - 1. Completed Right of Way Maps revised in accordance with prior reviews.
 - 2. Map information agrees exactly with the Parcel Sketch and Legal Description.
- C. Computer Mapping

All Right of Way Maps will be prepared using the latest CADD version and submittals will include:

- 1. CADD files in Microstation format. All maps will include point names generated on appropriate CADD level .
- 2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.:

Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

D. Title Search

1. The Authority shall furnish the Consultant the Title Search Reports for parcels affected by the proposed right of way throughout the project.

E. Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Section 7.13. Draft Parcel Sketches shall be prepared to a legible scale on 8-1/2" x 11" size for each taking, including Limited Access Right of Way, non- Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only, and will include:
 2. Boundary and dimensions of parent tract and approximate dimensions of taking and remainder
 3. Existing easements affecting the property
 4. Improvements, buildings
 5. Approximate areas of each taking and remainder
 6. North arrow and scale
 7. "DRAFT PARCEL SKETCH", Project Number and Parcel Number prominently displayed at the top of the page
 8. Border with space for recording reserved at the upper right corner.

F. Final Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.16 & 7.18. Prepare final parcel sketches and legal descriptions for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only.
2. Separate descriptions will be prepared for Limited Access and non-Limited Access Right of Way, even if the whole parcel is taken, and dimensioned on sketch.
3. Parcel Sketches and Legal Descriptions will be prepared for County

and Municipality Right of Way.

Parcel Sketches and Legal Descriptions will include:

- a. Boundary and dimensions of taking and remainder.
- b. Existing easements affecting the property.
- c. Improvements, buildings, with ties to taking line where within 25 feet.
- d. Point of Commencement, Point of Beginning and monumentation referenced in the Legal Description.
- e. "SKETCH AND LEGAL DESCRIPTION", Project Number and Parcel Number prominently displayed at the top of the page.
- f. Areas of each taking and remainder.
- g. North arrow and scale.
- h. Border with space for recording reserved at the upper right corner.
- i. Legal descriptions of Limited Access taking, (with Limited access clause), Right of Way takings, proposed easements.
- j. All calls for adjoiners, including Section and fractional Section lines, Lot and Block lines, right of way lines, (with reference to maps if available).
- k. The Point of Commencement or Point of Beginning will be a monumented point outside limits of construction and will be a well-defined point of a Section or Grant.

Parcel Sketches and Legal Descriptions submitted for review shall include Geopak parcel closure files, (or alternate computation software,) and Microstation .dgn files, (separate files for each sheet).

4.21 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.22 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.23 Intelligent Transportation Systems (ITS)

- A. Intelligent Transportation System Plans
 1. The site construction plans shall be developed at a scale of 1" equals

50 feet. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard ITS details as necessary. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.

2. Intelligent Transportation System (ITS) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable splice details for new or relocated fiber optic cabling.
 - n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
 - o. Power interconnect, voltage drop calculations to support conductor size and transformer size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified. A maximum electrical conductor size of #2 AWG wire shall be used at a maximum service voltage of 480V. The designer shall design the electrical system around a Single-Phase system.
 - p. Design Methodology Report shall include voltage drop calculation to determine wire size and to accurately reflect a voltage drop through a transformer, typical cabinet load summary table and CCTV sighting for proposed camera

locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.

- q. Grounding
 - r. Table of quantities
 - s. Special notes
 - t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
 - u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
 - v. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
 - w. Installation of new CCTV sites to and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide 100% coverage (ramps, mainline, shoulders, etc.) of the new roadway.
 - x. Installation of data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), to support the Travel Time System.
 - y. Installation of dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). Quantity of DMS sites to be determined with input from CFX and their representative.
 - z. Installation of traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide coverage of all movements (ramps, toll plazas, split ramps, etc.) within the project limits.
 - aa. ITS devices within the project limits shall be gigabit Ethernet field switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.
 - bb. Install new WWDS and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets at the following off-ramps:
 - o SR 538 EB off ramp to US 17/92
 - o SR 538 WB off ramp to CR 532
3. Upgrading other cabinet equipment as needed to meet current CFX

ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:

- a. Minimize utility conflicts and adjustments.
- b. Minimize traffic impact.
- c. Accessibility and ease of equipment maintenance.
- d. Safety of equipment maintenance personnel and the traveling public.
- e. Maintain the existing ITS system through all phases of construction.
- f. Environmental conditions.
- g. Concurrent/future CFX projects.
- h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
- i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary

to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
 3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.
- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.24 Toll Gantry & Cabinets

Design and prepare plans for the gantries & toll cabinets as recommended for two ramp gantry locations. Plans and specifications shall include the following elements as needed to supplement CFX Standards & Specifications along with all other incidentals:

- A. Design of service cabinet, gantry, device layout, and FON patch panel, including all, structural, electrical and civil design.
- B. Concrete pavement design for the approach and exit to the gantry.
- C. Cost estimates based on lump sum pay items for Toll Facilities

4.25 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 3. Attend pre-award meeting with construction contractor, CFX, and

CFX's CEI.

- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still

apply.

- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry.
 - 6. AVI Percentages

5.3 Other

- A. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

- A. CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.
- B. CFX will provide aerial survey (topography and mapping) with limited control and coverage and a Project Network Control Map.
- C. The Authority will provide the required title search reports and updates.

6.2 Utility Agreements

- A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

- A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

- A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from

the regulatory agencies.

- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.
- C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX to provide proposed sound wall locations.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
 - 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
 - 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
 - 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
 - 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 - 1. Determine and highlight critical path work from initial plans as work progresses.
 - 2. Identify progress against schedule for each identified work item.
 - 3. Forecast completion dates from current progress.
 - 4. Highlight rescheduled work in any area which is out of required sequence.
 - 5. Highlight rescheduling that has overloaded any physical area that

requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key

personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Drainage calculations
6. Structural design calculations.
7. Geotechnical report.
8. Hydraulics Report for each bridged stream crossing.
9. Earthwork calculations not included in the quantity computation booklet.
10. Calculations showing cost comparisons of various alternatives considered, if applicable
11. Computations of quantities.
12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
13. Lighting and voltage drop calculations.
14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Design Report (Memorandum) (Electronic copies of all files in pdf format, and three (3) hard copy sets)
 2. 30% Roadway Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

3. 30% Bridge and Structural Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
 4. 60% Roadway and specifications, Geotechnical Report (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
 7. 90% Roadway and specifications (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
 9. Pre-Bid Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.
 - f. Interchange supplemental maps prepared.
 3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.
 4. Plan and Profile Sheets
 - a. Centerline plotted.
 - b. Reference points and bench marks shown.
 - c. Existing topography.
 - d. Base line of surveys, curve data, bearings, etc. shown.

- e. Beginning and end stations (project and construction).
 - f. Geometric dimensions.
 - g. Proposed and existing limited access right-of-way lines.
 - h. Existing ground line.
 - i. Proposed profile grade.
 - j. Type, size and horizontal location of existing utilities.
 - k. Drainage structures and numbers are shown
 - l. Drainage ponds are shown.
5. Cross Sections
- a. Existing ground line.
 - b. Preliminary templates at critical locations (not to exceed 500 feet).
 - c. Existing utilities shown.
6. Interchange Layout and Ramp Profiles
- a. Geometric dimensions.
 - b. Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
- a. Striping layout.
 - b. Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a. Project description and number shown.
 - b. Equations, exceptions and bridge stations shown.
 - c. North arrow and scale included.

- d. Consultant and CFX sign-off included.
 - e. Contract set index complete.
 - f. Index of sheets updated.
2. Drainage Maps
- a. Flood data shown.
 - b. Cross drains and storm sewer shown.
 - c. Bridges shown with beginning and ending stations.
 - d. Interchange supplemental sheets updated.
3. Typical Section Sheets
- a. All required typical sections are included.
 - b. Limited access right-of-way lines are shown.
 - c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Curve data and superelevation included.
 - h. Pavement edges, shoulders and dimensions shown.
 - i. Project and construction limits shown.
 - j. Bridges shown with beginning and ending stations.
 - k. General Notes.
5. Drainage Structures
- a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.
 - e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
- a. Geometric data shown.

- b. Profiles finalized.
- c. Coordinate data shown.
- d. Limited access right-of-way lines shown.
- e. Curve data shown.
- f. Bearings and bridges shown.
- g. Cross roads, frontage roads, and access roads shown.
- h. Intersection details shown.

- 8. Traffic Control Plans
- 9. Utility Adjustments
- 10. Signing and Pavement Marking Plans
- 11. Intelligent Transportation System (ITS) Plans
- 12. Highway Lighting Plans
- 13. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

- 1. Key Map
 - a. Length of Project with exceptions shown.
 - b. Index of sheets updated.
- 2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
- 3. Typical Section Sheets
- 4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b. Limits of side road construction.
 - c. Angle and stationing for intersections.

- d. Treatment for non-standard superelevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
 - 5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
 - 6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown.
 - 7. Cross Section Sheets
 - a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
 - 8. Utility Relocation Plans
 - a. Utility relocation plans prepared.
 - 9. Traffic Control Plans
 - 10. Signing and Pavement Marking Plans
 - 11. Signalization Plans
 - 12. Intelligent Transportation System (ITS) Plans
 - 13. Highway Lighting Plans
 - 14. Selective Clearing and Grubbing (if required)
- 7.19** 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20** Pre-Bid Plans
- 7.21** Bid Set

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 18, 2022

SUBJECT: Approval of Supplemental Agreement No. 2 with Scalar Consulting Group, Inc. for Design Consultant Services for SR 528 Widening from Goldenrod Road to Narcoossee Road
Project No. 528-168, Contract No. 001742


Board approval of Supplemental Agreement No. 2 with Scalar Consulting Group, Inc. for a not-to-exceed amount of \$107,824.96 is requested. The original contract was for five years with two one-year renewals.

The work to be performed includes additional design services to support construction.

Original Contract	\$2,135,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	<u>\$ 107,824.96</u>
Total	\$2,242,824.96

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 528 Widening from Goldenrod Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of SCALAR CONSULTING GROUP INC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated October 18, 2021, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 8, 2022 (collectively, “Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 10, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$91,994.28 to \$1,448,849.63.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$25,776.04 to \$793,975.33 as follows:

•The Balmoral Group	\$18,724.83
•Antillian	\$4,857.86
•Premiere Lighting	\$2,193.35
 - d. The Allowance is adjusted downward by \$9,945.36 to \$0.00.
 - e. The Total Maximum Limiting Amount is adjusted upward by \$107,824.96 to \$2,242,824.96.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had

been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

SCALAR CONSULTING GROUP INC.

By: _____
Print Name: _____
Title: _____

Approved as to form and execution for CFX's exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: November 11, 2022
To: Jamison Edwards, PE, CFX Engineering Project Manager
From: James E. Bradford, PE *JEB*
Subject: Design Consultant Services - Contract 001742
 CFX Project No. 528-168
 SR 528 Widening From Goldenrod Rd to Narcoossee Rd
 Supplement Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Scalar provided on November 10, 2022 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 2 is to provide professional services for construction documents for the widening of SR 528 including additional profile and ramp terminal design, coordination, and additional design and permitting efforts.

Final Contract Fee request is attached and costs are detailed below:

\$ 91,994.28	in Labor Cost
\$ 0.00	in Direct Cost
<u>\$ 25,776.04</u>	<u>in Subconsultant Cost</u>
\$ 117,770.32	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$117,770.32.

Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
File



Scalar Consulting Group Inc.
2250 Lucien Way, Suite 120
Maitland, FL 32751
Tel: 407.440.3512

November 10, 2022

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **SR 528 Widening from Goldenrod Road to Narcoossee Road**
CFX Contract No. 001742
CFX Project No. 528-168
Supplemental Amendment #2

Dear Mr. Edwards:

Scalar Consulting Group Inc. appreciates the opportunity to provide services to CFX on this important SR 528 Widening project. During the 60% design phase of this project, CFX asked that the following scope of work to be performed for the project design services:

1. Analyze and design wetland impacts within the L.A. R.W limits.
2. Analyze and design for the SR 528 Westbound pavement overbuild at the Goldenrod interchange
3. Extend Signing and pavement marking limits for the SR 528 and McCoy Road
4. Drainage revision which includes a new wet pond instead of north swale design
5. Permit package and coordination
6. Utility coordination
7. Traffic control design and analysis
8. Lighting design and analysis

Supplemental services are required to accommodate the request for additional scope of works. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is \$117,770.32; see attached detailed staff hour and fee breakdown. The new proposed letting date is August 20, 2023 and is pending for CFX's approval.

Please do not hesitate to contact me should you have any questions or comments (407.212.5424).

Best Regards,

A handwritten signature in blue ink, appearing to read "Truong A. Trinh".

Truong A. Trinh, P.E.
Project Manager

EXHIBIT "A"

SCOPE OF SERVICES FOR SUPPLEMENTAL AMENDMENT #2
Contract No. 001742
SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD
Project NO. 528-168
Orange County

1.0 GENERAL

The Central Florida Expressway Authority (CFX) retained the CONSULTANT under the Original Agreement to provide design services for the SR 528 Widening from Goldenrod Road to Narcoossee Road in Orange County, Florida.

1.3 Purpose

The purpose of this supplemental amendment is to describe the scope of work and the responsibilities of the CONSULTANT and the CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

4.0 WORK PERFORMED BY CONSULTANT

4.5 Geotechnical Investigation

- The CONSULTANT shall revise permit application forms 62-330.060(1) sections A, C, and E, and participate in internal and project level drainage facility impact coordination based on revised wetland impacts.

4.9 Environmental Permits

- The CONSULTANT shall perform additional borings along Ramp G-A and determine the water table and seasonal water table. The results of the geotechnical investigation will be included in the geotechnical report and will be used for the ramp profile design.

4.10 Utilities

- The Consultant shall contact all utility owners to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. This supplement includes submitting pre-30% plans to all UAOs to generate facility markups and perform coordination and follow up meetings.

4.11 Roadway Deign

- The Consultant shall update the ramps design including horizontal and vertical

alignments, cross section, borders, side slopes, ramp terminal details, interchanges, and limited access points. The supplement amendment also includes analysis of temporary traffic control and pavement overbuild design along SR 528 Westbound travel lanes at the Goldenrod interchange for the ramp gores design.

- The CONSULTANT shall prepare the following design and plan sheets for the roadway improvements, including, but not limited to:
 - a. Typical Sections
 - b. Cross Sections
 - c. Roadway Plan Sheets
 - d. Ramp Terminal Detail sheets
 - e. Traffic Control Sheets
 - f. Utility Adjustment Sheets

4.13 Drainage Design

- The CONSULTANT shall develop calculations and plans for roadside drainage ditches along Ramp G-A from station 216+00 to 227+20 +/-, along Ramp G-D1 from station 4839+00 to 4855+00, and along the WB mainline from station 855+00 to 898+50 +/-.
- The CONSULTANT shall develop calculations and plans for a wet detention pond in the SW quadrant of Goldenrod Road and SR 528 in the area between the EB SR 528 mainline and Ramp G-B. The pond will accommodate pond access and FAA riprap following the design of the ponds on the north side of SR 528 at this interchange. No calculations for nutrient analysis are included in this analysis.

4.14 Roadway Lighting

- The Consultant shall update the lighting design, including the lighting plan sheets and pole data table sheets, along Ramps G-A and G-D1 due to the removal of barrier wall proposed, initially, to eliminate nearby wetland impacts.
- The Consultant shall update the photometric and electric calculations along Ramps G-A and Ramp G-D1 due to the removal of barrier wall proposed, initially, to eliminate nearby wetland impacts. Additional items requiring updates include the Lighting Design Analysis Report (LDAR) and the Power Design Analysis Report (PDAR).
- Electrical loads and distances between poles are being revised for CKT's A-1 and A-8 by lighting discipline. Voltage drop calculations and electrical analysis (Short circuit, arc flash hazard analysis) are required to be revised due to this change. Service point details and panel schedules will be updated for these circuits, and new circuit mark ups will be provided to Prime on the affected lighting plan sheets: L-19 thru L-23, L-33 thru L-36.

4.16 Signing and Pavement Marking Plans

- The Consultant shall update the pavement markings to include:
 - Additional 500 feet west of McCoy Road
 - Additional 2,200 feet of SR 528 Mainline

All services as outlined in the Original Agreement, including any Supplemental Amendments to date, shall remain in full force and effect.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date.

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 528 Widening from Goldenrod Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 8th day of August, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of SCALAR CONSULTING GROUP INC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated October 18, 2021 (“Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 8, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$116,644.38 to \$1,356,855.35.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$72,821.04 to \$768,199.29 as follows:

•Echo	\$29,942.39
•Collier Engineering	\$26,868.37
•Antillian	\$16,010.28
 - d. The Allowance is adjusted downward by \$189,465.42 to \$9,945.36.
 - e. The Total Maximum Limiting Amount remains unchanged at \$2,135,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: **Aneth Williams** Digitally signed by Aneth Williams
Date: 2022.08.08 11:47:00 -04'00'
Aneth Williams, Director of Procurement

SCALAR CONSULTING GROUP INC.

By: **Aniruddha S Gotmare** Digitally signed by Aniruddha S Gotmare
DN: CN=Aniruddha S Gotmare,
OU=A01410D0000173C06ED8D000296B3,
O=SCALAR CONSULTING GROUP INC., C=US
Date: 2022.08.02 15:12:18-04'00'
Print Name: Aniruddha Gotmare, P.E.
Title: President

Approved as to form and execution for CFX's exclusive use and reliance.

By: **Laura Newlin Kelly** Digitally signed by Laura Newlin
Kelly
Date: 2022.08.05 09:41:14 -04'00'

Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: July 12, 2022
To: Jamison Edwards, PE, CFX Engineering Project Manager
From: James E. Bradford, PE *JEB*
Subject: Design Consultant Services - Contract 001742
CFX Project No. 528-168
SR 528 Widening From Goldenrod Rd to Narcoossee Rd
Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Scalar provided on July 8, 2022 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 1 is to provide professional services for construction documents for the widening of SR 528 including additional survey, cross slope correction, coordination, additional design efforts.

Final Contract Fee request is attached and costs are detailed below:

\$ 116,644.38	in Labor Cost
\$ 0.00	in Direct Cost
\$ 72,821.04	in Subconsultant Cost
\$ 189,465.42	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$189,465.42.

Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
File



Scalar Consulting Group Inc.
2250 Lucien Way, Suite 120
Maitland, FL 32751
Tel: 407.440.3512

July 08, 2022

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **SR 528 Widening from Goldenrod Road to Narcoossee Road**
CFX Contract No. 001742
CFX Project No. 528-168
Supplemental Agreement #1

Dear Mr. Edwards:

Scalar Consulting Group Inc. appreciates the opportunity to provide services to CFX on this important SR 528 Widening project. During the initial design phase of this project, CFX asked that the following scope of work to be performed for the PDR and project design services:

1. FAA/GOAA Coordination and supports for the Runway lighting
2. Design analysis for the design concepts including roadway, drainage, and crash history
3. Cross slope and superelevation correction
4. Aesthetic design and plans
5. Miscellaneous structure design
6. Surveying
7. Geotechnical investigation

Supplemental services are required to accommodate the request for additional scope of works. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is \$189,465.42; see attached detailed staff hour and fee breakdown. The new proposed letting date is May 16, 2023 and is pending for CFX's approval.

Please do not hesitate to contact me should you have any questions or comments (407.212.5424).

Best Regards,

A handwritten signature in blue ink, appearing to read "Truong A. Trinh".

Truong A. Trinh, P.E.
Project Manager

EXHIBIT "A"

SCOPE OF SERVICES FOR SUPPLEMENTAL AGREEMENT #1
Contract No. 001742
SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD
Project NO. 528-168
Orange County

1.0 GENERAL

The Central Florida Expressway Authority (CFX) retained the CONSULTANT under the Original Agreement to provide design services for the SR 528 Widening from Goldenrod Road to Narcoossee Road in Orange County, Florida.

1.3 Purpose

The purpose of this supplemental amendment is to describe the scope of work and the responsibilities of the CONSULTANT and the CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

4.0 WORK PERFORMED BY CONSULTANT

4.3 Preliminary Design Report – Review

- The CONSULTANT shall coordinate and meet with the FAA/GOAA on the runway lighting coordination for runway lighting. This Supplemental Agreement includes evaluation and develop design alternative and cross sections for the Runway lighting. Additional coordination with FAA/GOAA on the R/W utilization permit and construction schedule activities.
- The CONSULTANT shall prepare the PDR with additional design analysis and alternatives on the following:
 1. Drainage and permitting approach
 2. Hydroplaning analysis
 3. 14 additional concept alternatives for the SR 528 at 65 mph vs. 70 mph and Ramp G-A and Loop Ramp G-D2,
 4. Crash data analysis
 5. Design elements comparison between FDM, AASHTO and CFX

4.4 Surveys and Mapping

- Supplemental Survey Area (due to new construction) Location 1 per "CFX SR 528 Widening (Goldenrod to Narcoossee) - SA1 042022.kmz" - Set and maintain 11 TML control targets along mainline and ramps through duration of scanning mission. Include X,Y,Z location via RTK GPS and differential levels.
- The CONSULTANT shall

- a. Recover existing horizontal and vertical control
 - b. Provide topo/DTM of Supplemental Survey Area Locations #2-#7, per SA1 050222_ECHO.kmz.
 - c. Survey drainage structures west of Goldenrod, per SA1 050222_ECHO.kmz
- The CONSULTANT shall
 - a. Provide Terrestrial Mobile LiDAR (TML) collection, processing, Topographic (3D) Mapping, CADD Edits, & Data Merging of Supplemental Survey Area Location 1 per “CFX SR 528 Widening (Goldenrod to Narcoossee) - SA1 042022.kmz”.
 - b. Scan Miles: SR 528 Eastbound Mainline: 1.4 scan mi., SR 528 Westbound Mainline: 1.4 scan mi., Ramps: 0.5 scan mi. Total: 3.3 scan mi.
 - c. Includes extraction of breaklines and planimetric features (Light poles, guard rails, signs, etc.), visible drainage structures & the unobscured and accessible off pavement areas within location 1 limits and preparation of DTM. Mobile Lidar lateral limits include paved roadways and ramps and median areas along mainline. SS10 Compliant Deliverable.

4.5 Geotechnical Investigation

- The CONSULTANT shall
 - a. Mobilize MOT and coring equipment; core pavement at 8 locations
 - b. Mobilize drill rig and drill two soil-test borings to 40 feet for ITS CCTV poles, and conduct laboratory testing
 - c. Assess subsurface conditions and soil corrosion potential, estimate soil properties, and estimated seasonal high groundwater level for CCTV pole foundation design
 - d. Prepare Report of SPT Borings sheet for CCTV pole structures
 - e. Expand roadway-soil-survey report and miscellaneous structures report to include core table, field and laboratory testing results, soil properties for CCTV pole foundations, and geotechnical recommendations as appropriate.

4.11 Roadway Design

- The CONSULTANT shall prepare the typical section details for cross slope and superelevation corrections and provide additional mainline and ramp profile sheets (including special ditches, splines grades for ramp terminals, etc.).

4.12 Structures Design

- The CONSULTANT shall develop the Aesthetic Plans for the project including both Goldenrod Road and Narcoossee Road overpass. Plans also include existing/ proposed barrier walls and MSE walls.
- The CONSULTANT shall provide the structural calculation for the existing overhead DMS Structure No. 75S875 and the replacement design.

7.0 ADMINISTRATION

All services as outlined in the Original Agreement, including any Supplemental Amendments to date, shall remain in full force and effect.

7.1 Central Florida Expressway Authority

- The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

SCALAR CONSULTING GROUP INC.

**DESIGN CONSULTANT SERVICES FOR
SR 528 WIDENING FROM GOLDENROD ROAD TO
NARCOOSSEE ROAD**

PROJECT 528-168, CONTRACT NO. 001742

CONTRACT DATE: OCTOBER 14, 2021

CONTRACT AMOUNT: \$2,135,000.00

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS
OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, SCHEDULE, AND NON-CONFLICT
DISCLOSURE FORM**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION
MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM**

FOR

**SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD
PROJECT 528-168**

DESIGN SERVICES

CONTRACT NO. 001742

OCTOBER 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 20
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

Table of Contents

1.0. DEFINITIONS.....	1
2.0. SERVICES TO BE PROVIDED	1
3.0. TERM OF AGREEMENT AND RENEWALS	2
4.0. PROJECT SCHEDULE.....	2
5.0. PROFESSIONAL STAFF	3
6.0. COMPENSATION	4
7.0. DOCUMENT OWNERSHIP AND RECORDS.....	5
8.0. COMPLIANCE WITH LAWS	7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0. TERMINATION.....	7
11.0. ADJUSTMENTS	8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	9
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS	10
14.0. THIRD PARTY BENEFICIARY	10
15.0. INSURANCE.....	10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....	12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT	13
18.0. DOCUMENTED ALIENS	14
19.0. E-VERIFY CLAUSE.....	14
20.0. INSPECTOR GENERAL	14
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	15
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....	15
23.0. AVAILABILITY OF FUNDS.....	15
24.0. AUDIT AND EXAMINATION OF RECORDS.....	16
25.0. GOVERNING LAW AND VENUE.....	17
26.0. NOTICE.....	17
27.0. HEADINGS	18
28.0. CONTRACT LANGUAGE AND INTERPRETATION	18
29.0. ASSIGNMENT	18
30.0. SEVERABILITY	18
31.0. INTEGRATION.....	18
32.0. ATTACHMENTS.....	19

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 14th day of October 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Scalar Consulting Group Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 2250 Lucien Way, Suite 120, Maitland, FL., 32751.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 528 Widening from Goldenrod Road to Narcoossee Road identified as Project No. 528-168 and Contract No. 001742.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit "A"**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Scalar Consulting Group, Inc. Class I
Antillian Engineering Associates, Inc. Class II
The Balmoral Group, Inc. Class I
Comprehensive Engineering Services, Inc. Class I
Colliers Engineering & Design, Inc. d/b/a/ Maser Consulting Class I and Class II
ECHO UES, Inc. Class I and Class II
Premiere Lighting & Traffic, Inc. Class I

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,135,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 201 N. Magnolia Ave., Suite 200, Orlando FL., 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THEREFORE, PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the

resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida

Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be

endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of

CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and

as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0. AVAILABILITY OF FUNDS

CFX’s performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: Scalar Consulting Group Inc.
2250 Lucien Way, Suite 120
Maitland, FL 32751
Attn: Truong Trinh, PE – Project Manager

Scalar Consulting Group Inc.
2250 Lucien Way, Suite 120
Maitland, FL 32751
Attn: Aniruddha (Rudy) Gotmare, PE

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

29.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

30.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32.0. ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map
- Exhibit "F", Project Schedule
- Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on October 14, 2021.

SCALAR CONSULTING GROUP INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature

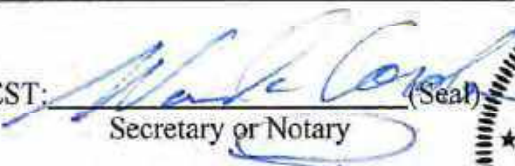
BY: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.10.18 08:29:05 -04'00'
Director of Procurement

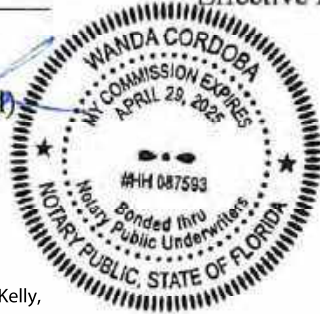
Print Name: Aniruddha Gotmare, P.E.

Print Name: _____

Title: President

Effective Date: _____

ATTEST:  (Seal)
Secretary or Notary



Approved as to form and execution, only.

Laura N. Kelly, Associate Digitally signed by Laura N. Kelly,
Associate General Counsel
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EXHIBIT A

PROJECT SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 528 WIDENING FROM
Goldenrod Road to Narcoossee Road**

PROJECT NO. 528-168

IN ORANGE COUNTY, FLORIDA

September 20, 2021

Exhibit A
SCOPE OF SERVICES
TABLE OF CONTENTS

	<u>Description</u>	<u>Page No. A-</u>
1.0	GENERAL	5
1.1	Location	5
1.2	Description	5
1.3	Purpose	5
1.4	Organization	6
1.5	Term of Agreement for Design Services	6
2.0	STANDARDS	7
3.0	DESIGN CRITERIA	8
3.1	General	8
3.2	Geometry	8
3.3	Bridge and Other Structures	10
4.0	WORK PERFORMED BY CONSULTANT.....	11
4.1	Design Features	11
4.2	Governmental Agencies	11
4.3	Preliminary Design Report – Review	11
4.4	Surveys and Mapping	12
4.5	Geotechnical Investigation	14
4.6	Contamination Impact Analysis	15
4.7	Pavement Design	16
4.8	Governmental Agency and Public Meetings	16
4.9	Environmental Permits	16
4.10	Utilities	17
4.11	Roadway Design	18
4.12	Structures Design	19
4.13	Drainage Design	20
4.14	Roadway Lighting	21
4.15	Traffic Engineering	21
4.16	Signing and Pavement Marking Plans	22

4.17	Right-of-Way Surveys	22
4.18	Cost Estimates	23
4.19	Special Provisions and Specifications	23
4.20	Fiber Optic Network (FON)	23
4.21	Post-Design Services	26
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE	27
5.1	Record Documents	27
5.2	Traffic Data	27
5.3	Other	27
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE	28
6.1	Right-of-Way Acquisition	28
6.2	Utility Agreements	28
6.3	Public Involvement	28
6.4	Contracts and Specifications Services	28
6.5	Post-Design Services	28
6.6	Environmental Permits	28
6.7	Conceptual Specialty Design	29
7.0	ADMINISTRATION	30
7.1	Central Florida Expressway Authority	30
7.2	CFX's Project Manager	30
7.3	Consultant	30
7.4	Project Control	31
7.5	Work Progress	31
7.6	Schedule	32
7.7	Project Related Correspondence	32
7.8	Quality Control	32
7.9	Consultant Personnel	32
7.10	Site Visit	32
7.11	Acceptability of the Work	32
7.12	Design Documentation	33
7.13	Reviews and Submittals	34
7.14	30% Plans Submittal	35
7.15	60% Plans Submittal	37
7.16	90% Plans Submittal	38
7.17	100% Roadway, Bridge, Structural and Right-of-Way Plans	40

7.18	Pre-Bid Plans	40
7.19	Bid Set	40

1.0 GENERAL

1.1 Location

- A. See Widening Concept Roll Plots.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 widening from Goldenrod Road to Narcoossee Road. Specifically, the project consists of widening to both the inside and outside to accommodate an additional general use travel lane in each direction, widening to the outside to accommodate an auxiliary lane between the Goldenrod Road and Narcoossee Road interchanges, and widening of the SR 528 bridge over Narcoossee Road to provide for a future 8-lane section. The final widening and lane configuration is to be coordinated with the adjacent projects 528-143, 528-160, 528-161, and the AAF/Brightline railroad construction. Coordination with GOAA/FAA will be required for their upgrade and replacement of the approach lights located within the SR 528 R/W.

Additional elements include milling, resurfacing, & overbuild, cross slope correction, surveying, bridge and wall painting, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings/Documents for the proposed SR 528 widening from west of Goldenrod Road to Narcoossee Road. Milling and resurfacing limits are to begin at the project interface with 528-143 and end at the approach to the SR 528 bridge over Narcoossee Road. Median ditch regrading is anticipated due to the existing crest profile over Narcoossee Road. Mill and resurface the ramps to the ramp terminal intersections with Goldenrod Road and Narcoossee Road.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.

- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

- A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

- 1. Project Milestones:

- The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

- The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, edition and updates as specified by CFX.
 2. The CFX Design Guidelines (Latest Edition)
 3. The FDOT Standard Plans
 4. The FDOT Design Manual
 5. The FDOT Basis of Estimates Handbook
 6. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book)
 7. The FHWA Manual on Uniform Traffic Control Devices (MUTCD)

3.0 DESIGN CRITERIA

3.1 General

Design of this project will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2045
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	
	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 (AASHTO)	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 (AASHTO)	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.			
Right	4-Lane 12 (10 paved)	Single Lane 6 (4 paved)	8 (4* paved)
Left	8 (4 paved)	6 (2 paved)	2 (2 paved)
			* min. 5' paved
Right	6-Lane 12 (10 paved)	Dual Lane 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.			
Right	4-Lane 10	Single-Lane 6	
Left	6	6	
Right	6(or more)-Lanes 12	Dual Lane 10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Median Width (6-lane), ft. (E.O.P./E.O.P.)	50' (typical with guardrail)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per FDOT Design Manual 211.15.
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.3 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 widening from Goldenrod Road to Narcoossee Road. Specifically, the project consists of widening to both the inside and outside to accommodate an additional general use travel lane in each direction, widening to the outside to accommodate an auxiliary lane between the Goldenrod Road and Narcoossee Road interchanges, and widening of the SR 528 bridge over Narcoossee Road to provide for a future 8-lane section. The final widening and lane configuration is to be coordinated with the adjacent projects 528-143, 528-160, 528-161, and the AAF/Brightline railroad construction. Coordination with GOAA will be required for their upgrade and replacement of the approach lights located within the SR 528 R/W.

Additional elements include milling, resurfacing, & overbuild, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FAA, USACE and/or DEP, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

- B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items:
1. Overall widening concept
 2. Pavement analysis
 3. Drainage and permitting approach
 4. Hydroplaning Analysis
 5. Evaluation of guardrail replacement limits
 6. Adjacent project coordination with 528-143, 528-160, 528-161, and rail construction by AAF (Brightline Trains)

4.4 Surveys and Mapping

- A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- B. Alignment

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

- C. Reference Points

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control

established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals along SR528 mainline alignment only.
2. The Bench Run will be based on closures between established benchmarks provided by the Authority and adjacent projects.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.
2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.
3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.
4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design. Limits include McCoy Road, and portions of S

Goldenrod Rd and Narcoossee Rd Eastbound and Westbound ramps.

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design. (S Goldenrod Rd and Narcoossee Rd bridges)

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC (includes surveying flagging for surface waters or roadside ditches).

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

M. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic

control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- C. The work includes, but is not limited to, soil borings for roadway widening, bridge widening, MSE wall, and sign structures, LBR testing, analysis of bridge foundation alternatives for review and selection of preferred foundation type, tailed analysis of the selected foundation type, groundwater levels, estimated seasonal high groundwater levels, and design high water levels as appropriate, location and depths of unsuitable material (muck), or other deleterious materials, providing design alternatives based on geotechnical findings; allowable design loads or pressures, or soil properties as appropriate for each foundation type, and soil-corrosion-potential testing for structural foundations..
- D. The results of the geotechnical investigation shall be contained in Geotechnical Reports which shall be submitted to CFX's Project Manager for approval. The geotechnical investigations shall include necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

- A. A Contamination Screening Evaluation Report for the project limits (including stormwater ponds and floodplain compensation sites) was removed from the scope as per CFX.
- B. The testing of any sites for contamination or asbestos ("Level II testing"), if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.8 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.9 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits (excluding any wetland or species-related information).
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required

4.10 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation

for approval of the utility and review by CFX.

3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the *Preliminary Engineering Memorandum* and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)
2. Summary of Pay Items
3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Typical roadway details
8. Plans and profiles (plans at 1" = 50' scale)
9. Interchange layout plans
10. Ramp Terminal Details (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
 - a. Earthwork quantities
11. Traffic Control Sheets including Temporary Drainage
12. Utility Adjustment Sheets
13. Details
14. Special provisions
15. Special specifications

4.12 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Widening of existing bridges over Narcoossee road.
Task includes bridges widening BDR and final design.
Design includes new beams painting aesthetic requirements
 2. Sign structures:
 - a. Design of sign structures:
 - i. Up to 6 New Overhead Cantilever
 - ii. 1 New Overhead Truss
 - iii. Up to 4 Multi-Post ground mount signs
 3. Walls:
 - a. MSE wall along McCoy Road and/or Westbound On-ramp from

Goldenrod Road to SR 528.

- b. Reconstruction of MSE walls between bridges
- c. Temporary Critical wall during bridge widening construction

4.13 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 - 1. Perform all drainage design in accordance with the approved criteria from Section 3.1D and as provided in the negotiated staffhours .
 - 2. Substantial pond design at the 30% submittal. Modify the 2 existing ponds south side of the Goldenrod Interchange only for additional treatment for the widening, concurrence when widening included in the existing permit,.
 - 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems. (limited to 15 – 1-hour meetings max)
 - 4. Notify CFX’s Project Manager immediately if any deviation from approved design criteria is anticipated.
 - 5. Provide drainage/contour maps (limited to 2 drainage maps) as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 - 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 - 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 - 8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
 - 9. Optional Materials analysis is not required
 - 10. Technical meetings limited to SJRWMD and SWFMD permitting meetings (6 hours max)
- B. The Consultant shall prepare designs and contract documents for drainage features as detailed in the staffhours, including, but not necessarily limited to:

1. Connector pipes
2. Drainage structure details
3. Storm drain and culvert profiles and/or drainage cross-sections
4. Lateral ditches/channels
5. Outfall ditches/channels – Not Required
6. Retention/detention ponds/exfiltration system
7. SWPPP is limited to 2 standard CFX sheets.

4.14 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor impacted by the widening, installation of new LED lighting, overhead sign lighting, and underdeck lighting. Plan sheet scale shall be at 1"=50' scale.
- B. Evaluation of owner-furnished light fixtures for use on this project.
- C. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- D. Provide a Lighting Power Design Analysis Report (PDAR) that includes report narrative and photos for two (2) load centers, sign lighting photometric and electrical design, load analysis, voltage drop calculations, short circuit calculations, and arc flash hazard analysis.
- E. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - Cover sheet (key sheet)
 - Tabulation of Quantities
 - General Notes
 - Pole Data and Legend Sheet
 - Project Layout Sheet
 - Plans Sheets (plans at 1" =50' scale)
 - Service Point Detail
 - Special Details

4.15 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Traffic Data Analysis will include an AM and PM peak weaving analysis at the six (6) ramp terminals. Includes report of findings to be included with

the PDR.

C. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
2. The Consultant shall investigate the need for temporary signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).
- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.
- E. A roll plot of the proposed signing and pavement markings is required with the PDR, 30%, and 60% Plans submittals

4.17 Right-of-Way Surveys

- A. Additional right-of-way may be required for this project based on final design of the Goldenrod SB ramp to SR 528 WB.
- B. The Authority shall furnish the Consultant the Title Search Reports for

- C. parcels affected by the proposed right of way throughout the project. Right of Way maps, Parcel Sketches and Legal Descriptions will be negotiated under a supplemental agreement based on final design requirements.

4.18 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 90%, 100%, and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.19 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" = 100'. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general intent is to replace all existing devices with new; requiring older items be turned over to the CFX (plan note)
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit

- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- n. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- o. Design Methodology Report shall include voltage drop calculation and typical cabinet load summary table Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- p. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- v. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- w. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- x. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.

- z. Replace existing EB and WB backbone/feeder conduit and place within proposed outside shoulder widening.
 - aa. Relocation of existing mainline wrong way detection site (WWDS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to relocate or replace the existing site and any necessary attachment details, power service, fiber optic connections, and cabinets (standard details provided).
 - bb. Provide a ramp wrong way detection site (WWDS) at locations designated by the CFX/GSC.
3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
- 3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

- C. Maintenance of Fiber Operations
 - 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
 - 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

- D. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.21 Post-Design Services – Not included at this time.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry.
 - 6. AVI Percentages

5.3 Other

- 1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

- A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.2 Utility Agreements

- A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

- A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

- A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.
- C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are

depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 6. Forecast future conflicts in any area.

7.5 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished

under this Scope of Services shall conform to the “standards-of-the industry” quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be submitted in a PDF format to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
 - 1. Field survey notes and computations.
 - 2. Design criteria used for the project.
 - 3. Geometric design calculations for horizontal alignment.
 - 4. Vertical geometry calculations.
 - 5. Drainage calculations
 - 6. Structural design calculations.
 - 7. Geotechnical report.
 - 8. Earthwork calculations not included in the quantity computation booklet.

9. Calculations showing cost comparisons of various alternatives considered, if applicable
10. Computations of quantities.
11. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
12. Lighting and voltage drop calculations.
13. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 6. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all

plans and reports)

- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Plans Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 - 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.

- f. Interchange supplemental maps prepared.
3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.
 4. Plan and Profile Sheets
 - a. Centerline plotted.
 - b. Reference points and benchmarks shown.
 - c. Existing topography.
 - d. Base line of surveys, curve data, bearings, etc. shown.
 - e. Beginning and end stations (project and construction).
 - f. Geometric dimensions.
 - g. Proposed and existing limited access right-of-way lines.
 - h. Existing ground line.
 - i. Proposed profile grade.
 - j. Type, size and horizontal location of existing utilities.
 - k. Drainage structures and numbers are shown
 - l. Drainage ponds are shown.
 - m. Conceptual sign structure locations are shown
 5. Cross Sections
 - a. Existing ground line.
 - b. Preliminary templates at critical locations (not to exceed 500 feet).
 - c. Existing utilities shown.
 6. Interchange Layout and Ramp Profiles
 - a. Geometric dimensions.
 - b. Proposed profile grades.
 7. Preliminary Traffic Control
 - a. General Notes
 - b. Phasing Typical Sections/Notes
 - c. Detour Plans
 8. Right-of-Way Control Survey
 9. Signing and Pavement Markings
 - a. Striping layout.
 - b. Sign structure locations.
 - c. Roll plot with guide sign panels shown.

7.15 60% Plans Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
1. Key Map
 - a. Project description and number shown.
 - b. Equations, exceptions and bridge stations shown.
 - c. North arrow and scale included.
 - d. Consultant and CFX sign-off included.
 - e. Contract set index complete.
 - f. Index of sheets updated.

 2. Drainage Maps
 - a. Flood data shown.
 - b. Cross drains and storm sewer shown.
 - c. Bridges shown with beginning and ending stations.
 - d. Interchange supplemental sheets updated.

 3. Typical Section Sheets
 - a. All required typical sections are included.
 - b. Limited access right-of-way lines are shown.
 - c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.

 4. Plan and Profile Sheets
 - a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Proposed sign structures are shown
 - h. Curve data and superelevation included.
 - i. Pavement edges, shoulders and dimensions shown.
 - j. Project and construction limits shown.
 - k. Bridges shown with beginning and ending stations.
 - l. General Notes.

5. Drainage Structures
 - a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.
6. Cross Sections
 - a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.
 - e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a. Geometric data shown.
 - b. Profiles finalized.
 - c. Coordinate data shown.
 - d. Limited access right-of-way lines shown.
 - e. Curve data shown.
 - f. Bearings and bridges shown.
 - g. Cross roads, frontage roads, and access roads shown.
 - h. Intersection details shown.
8. Traffic Control Plans
9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Intelligent Transportation System (ITS) Plans
12. Highway Lighting Plans
13. Selective Clearing and Grubbing (if required)

7.16 90% Plans Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 1. Key Map
 - a. Length of Project with exceptions shown.
 - b. Index of sheets updated.
 2. Drainage Maps

- a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
3. Typical Section Sheets
4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b. Limits of side road construction.
 - c. Angle and stationing for intersections.
 - d. Treatment for non-standard superelevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown.
7. Cross Section Sheets
 - a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
8. Utility Relocation Plans
 - a. Utility relocation plans prepared.
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Signalization Plans
12. Intelligent Transportation System (ITS) Plans
13. Highway Lighting Plans
14. Structures Plans
15. Selective Clearing and Grubbing (if required)

7.17 100% Roadway, Bridge, and Structural Plans

- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.18 Pre-Bid Plans

7.19 Bid Set

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 26, 2022

SUBJECT: Approval of Lerch Bates Inc. as a Subconsultant to Avant Engineering Group LLC
for Miscellaneous Design Consultant Services - SSBE
Contract No. 001835

Board approval of Lerch Bates Inc. as a subconsultant to Avant Engineering Group LLC to provide assessment for elevator and dumbwaiter modernization services is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:



Dana Chester, PE
Director of Engineering



Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Avant Engineering Group, LLC

Date: September 23, 2022

CFX Contract Name: Miscellaneous Design Consultant Services (SSBE)

CFX Contract No.: 001835

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Lerch Bates Inc.

Address: 3802 Ehrlich Road, Suite 110, Tampa Florida 33624

Phone No.: 813-810-9339

Federal Employee ID No.: 36-2285171

Description of Services to Be Sublet:

Provide assessment for elevator and dumb waiters modernization. Technical Survey of elevators/dumbwaiters and provide detail summary report with modernization options, recommendations, and ROM Budget.

Estimated Beginning Date of Sublet Services: 30 Days after CFX's NTP for the task

Estimated Completion Date of Sublet Services: 60 days

Estimated Value of Sublet Services*: \$69,055.39

*(Not to exceed \$25,000 without prior Board Approval)


Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with CFX that are applicable to the subconsultant and the services to be sublet:

Requested By: 
(Signature of Consultant Representative)

Vice -President
Title

Recommended by: 
(Signature of Appropriate CFX Director/Manager)

Date: Oct 14, 2022

Approved by: 
Glenn Pressimone (Oct 26, 2022 11:00 EDT)
(Signature of CFX Division Chief)

Date: Oct 26, 2022


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: October 19, 2022

SUBJECT: Approval of Classen Graphics Infrastructure Development, LLC as a
Subconsultant to Protean Design Group, Inc. for
Miscellaneous Design Consultant Services - SSBE
Contract No. 001836

Board approval of Classen Graphics Infrastructure Development, LLC as a subconsultant to Protean Design Group, Inc. to provide high definition renderings and graphic services is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:



Dana Chester, PE
Director of Engineering



Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Protean Design Group, Inc. Date: October 6, 2022

CFX Contract Name: Miscellaneous Design Consultant Services (SSBE) CFX Contract No.: 001836

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Classen Graphics Infrastructure Development, LLC

Address: 8020 NW 83 Avenue, Tamarac, FL 33321

Phone No.: 954-801-5733

Federal Employee ID No.: 82-2223936

Description of Services to Be Sublet: HD Renderings / Graphic Services

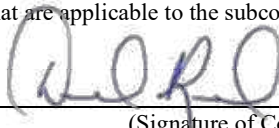
Estimated Beginning Date of Sublet Services: November 1, 2022

Estimated Completion Date of Sublet Services: December 8, 2024

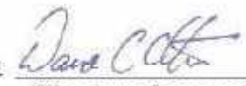
Estimated Value of Sublet Services*: \$ greater than 25,000.00

*(Not to exceed \$25,000 without prior Board Approval)

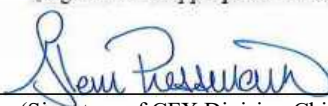
Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with CFX that are applicable to the subconsultant and the services to be sublet:

Requested By:  David R. Reed, PE
(Signature of Consultant Representative)

Vice President
Title

Recommended by: 
(Signature of Appropriate CFX Director/Manager)

Date: Oct 19, 2022

Approved by: 
(Signature of CFX Division Chief)

Date: 10/26/2022

Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 18, 2022


SUBJECT: Approval of Contract Award to Moffatt & Nichol, Inc. for
Design Consultant Services for SR 408 Eastbound Lane
Addition - Orange Blossom Trail (US 441) to I-4
Project No. 408-315A, Contract No. 001905

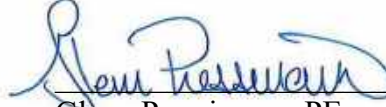
The Board approved on June 9, 2022, the final ranking and authorization to negotiate with firms for the Design Consultant Services for SR 408 eastbound lane addition - Orange Blossom Trail to I-4.

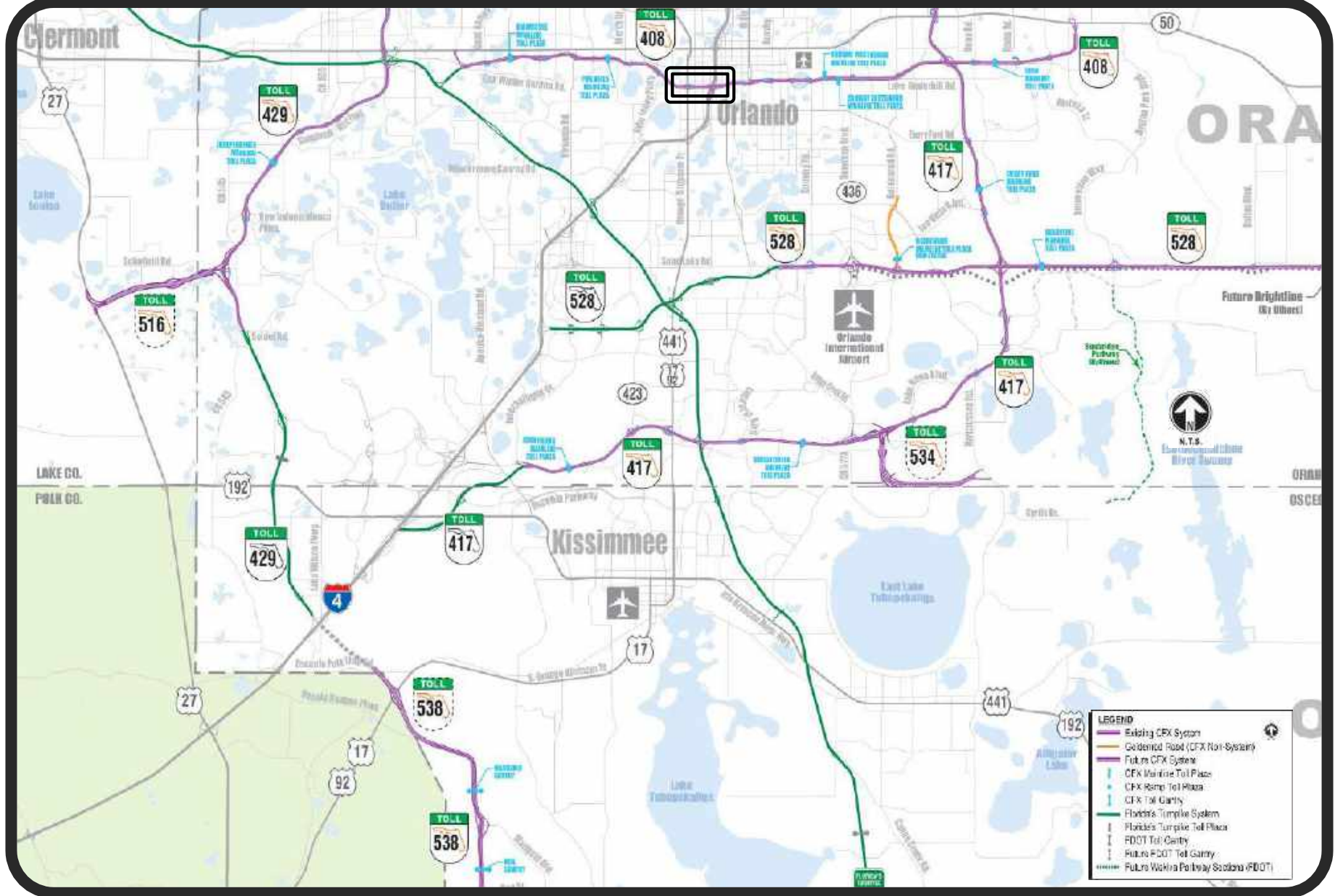
The work to be performed includes designing the fourth lane on SR 408, the ramp from US 441 to I-4 and a new ramp from Westmoreland Avenue to SR 408.

Board award of the contract to Moffatt & Nichol, Inc. is requested in the amount of \$4,400,000.00.

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, PE



Project Location Map for
 SR 408 Eastbound Lane Addition from OBT (US 441) to I-4 (408-315A)

AGREEMENT



MOFFATT & NICHOL, INC.

**DESIGN CONSULTANT SERVICES FOR
SR 408 EASTBOUND (EB) LANE ADDITION, OBT (US 441)
TO I-4**

PROJECT 408-315A, CONTRACT NO. 001905

CONTRACT DATE: DECEMBER 08, 2022

CONTRACT AMOUNT: \$4,400,000.00

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS
OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, SCHEDULE, AND NON-CONFLICT
DISCLOSURE FORM**

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM

FOR

**SR 408 EASTBOUND (EB) LANE ADDITION, OBT (US 441) TO I-4
PROJECT 408-315A**

DESIGN SERVICES

CONTRACT NO. 001905

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 20
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

Table of Contents

1.0. DEFINITIONS..... 1
2.0. SERVICES TO BE PROVIDED 1
3.0. TERM OF AGREEMENT AND RENEWALS 2
4.0. PROJECT SCHEDULE..... 2
5.0. PROFESSIONAL STAFF 3
6.0. COMPENSATION 4
7.0. DOCUMENT OWNERSHIP AND RECORDS 5
8.0. COMPLIANCE WITH LAWS..... 7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE..... 7
10.0. TERMINATION..... 7
11.0. ADJUSTMENTS 8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 9
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS 10
14.0. THIRD PARTY BENEFICIARY 10
15.0. INSURANCE..... 10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT 13
18.0. DOCUMENTED ALIENS 14
19.0. E-VERIFY CLAUSE..... 14
20.0. INSPECTOR GENERAL 14
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 14
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473..... 15
23.0. AVAILABILITY OF FUNDS 15
24.0. AUDIT AND EXAMINATION OF RECORDS..... 15
25.0. GOVERNING LAW AND VENUE..... 17
26.0. NOTICE 17
27.0. HEADINGS 17
28.0. CONTRACT LANGUAGE AND INTERPRETATION 18
29.0. ASSIGNMENT 18
30.0. SEVERABILITY 18
31.0. INTEGRATION..... 18
32.0. ATTACHMENTS..... 18

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 8th day of December 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and MOFFATT & NICHOL, INC., hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL 32746.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX’s Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 408 Eastbound (EB) Lane Addition, OBT (US 441) To I-4 identified as Project No. 408-315A and Contract No. 001905.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit “A”**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit “A”**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit “A,”** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction

project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Ardaman & Associates, Inc.	Class II
Base Consultants, Inc.	Class I
Bentley Group, Inc. dba Bentley Architects & Engineers, Inc.	Class I
Brindley Pieters & Associates, Inc.	Class I
Colliers Engineering & Design, Inc.	Class I and Class II
Salas O'Brien Florida, Inc.	Class I
Tierra, Inc.	Class II
TLP Engineering Consultants, Inc.	Class I
Vanasse Hangen Brustlin, Inc.	Class I

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$4,400,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to

CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL 32746.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THEREFORE, PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less

than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the

expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT

enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a

copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred to as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant

where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
“a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0. AVAILABILITY OF FUNDS

CFX’s performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT’s performance of the Contract

determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL 32746
Attn: Bill Terwilleger, PE – Project Manager

Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL 32746
Attn: Darrell Nance, PE

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

29.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

30.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32.0. ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map

Project No. 408-315A
Contract No. 001905

Exhibit "F", Project Schedule
Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX’s Governing Board at its meeting on December 08, 2022.

MOFFATT & NICHOL, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Aneth Williams,
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

Print Name: Diego “Woody” Rodriguez

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 408 EASTBOUND (EB), 4th LANE

ADDITION, OBT (US 441) to I-4

PROJECT NO. 408-315A

IN ORANGE COUNTY, FLORIDA

November 14, 2022

Exhibit A
SCOPE OF SERVICES
TABLE OF CONTENTS

<u>Description</u>	<u>Page No. A-</u>
1.0 GENERAL.....	4
1.1 Location.....	4
1.2 Description	4
1.3 Purpose	4
1.4 Organization	5
1.5 Term of Agreement for Design Services.....	5
2.0 STANDARDS	6
3.0 DESIGN CRITERIA	7
3.1 General	7
3.2 Right of Way	7
4.0 WORK PERFORMED BY CONSULTANT	8
4.1 Design Features	8
4.2 Governmental Agencies	8
4.3 Preliminary Design Report - Review	8
4.4 Surveys and Mapping.....	9
4.5 Geotechnical Investigation.....	10
4.6 Contamination Impact Analysis	11
4.7 Pavement Design.....	11
4.8 Borrow Pits.....	11
4.9 Governmental Agency and Public Meetings.....	12
4.10 Environmental Permits.....	12
4.11 Utilities	13
4.12 Roadway Design	14
4.13 Structures Design	14
4.14 Drainage Design.....	14
4.15 Roadway Lighting.....	15
4.16 Traffic Engineering	15
4.17 Signing and Pavement Marking Plans	16
4.18 Right-of-Way Documents	16

4.19	Cost Estimates	17
4.20	Special Provisions and Specifications	17
4.21	Fiber Optic Network (FON)	17
4.22	Toll Plazas	20
4.23	Post-Design Services	20
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE	23
5.1	Record Documents	23
5.2	Traffic Data	23
5.3	Other	23
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE	24
6.1	Right-of-Way Acquisition	24
6.2	Utility Agreements	24
6.3	Public Involvement	24
6.4	Contracts and Specifications Services	24
6.5	Post-Design Services	24
6.6	Environmental Permits	24
6.7	Conceptual Specialty Design	24
7.0	ADMINISTRATION	26
7.1	Central Florida Expressway Authority	26
7.2	CFX's Project Manager	26
7.3	Consultant	26
7.4	Project Control	27
7.5	Work Progress	27
7.6	Schedule	28
7.7	Project Related Correspondence	28
7.8	Quality Control	28
7.9	Consultant Personnel	28
7.10	Site Visit	29
7.11	Acceptability of the Work	29
7.12	Design Documentation	29
7.13	Reviews and Submittals	30
7.14	Plan Phase Submittals	32

1.0 GENERAL

1.1 Location

- A. See EXHIBIT “E”, Line and Grade Scroll Plots.

1.2 Description

The professional services will include an alternatives evaluation report and the final design and preparation of construction drawings / specifications for the proposed S.R. 408 Eastbound (EB) 4th lane addition from Orange Blossom Trail (OBT) to I-4. Specifically, the project consists of tying into CFX current design project 408-315 from OBT and extending east to I-4.

The alternatives evaluation report will consist of reviewing the preliminary Line and Grade concept prepared by TLP and making recommendations for the final design to I-4. This report shall include any ramp alternatives and include profiles for this concept.

Design elements will include 4th lane EB on SR 408, the ramp from OBT to I-4, the SR 408 ramp to I-4 and the ramp from Westmoreland Avenue to SR 408. Structural design will include the I-4 ramp over Westmoreland Drive, the I-4 on-ramp over Westmoreland, the I-4 braided ramp bridge over the SR 408 ramp, the I-4 ramp over Paramore Avenue, EB SR 408 over future Hicks Avenue and the I-4 ramp over future Hicks Avenue.

Additional elements include surveying, drainage evaluation and design, permitting, lighting (, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the City of Orlando and TLP will be required.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 408 4th EB from OBT to I-4.

- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

- A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.
 - 1. Project Milestones:
The Consultant will prepare a tabulation of major project milestones.
 - 2. Project Schedule:
The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Guidelines, CFX's ITS Design Standards, CFX's Lighting Design Standards, and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2019 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates (BOE) Handbook, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

Design of this project will be guided by the basic design criteria listed below.

- A. The Central Florida Expressway Authority (CFX) Design Guidelines, latest edition.
- B. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- C. Design year – 2045
- D. Design vehicle – WB-62FL
- E. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Right of Way

- A. Ten (10) ft. from back of walls or limit of construction.
- B. Two (2) ft. from back of sidewalk on frontage roads.
- C. Drainage and construction easements as required
- D. Limited access right-of-way limits per Index 450
- E. Right of way limits for ramps is based upon limit of construction plus 10 feet.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

Design elements will include 4th lane EB on SR 408, the ramp from OBT to I-4, the SR 408 ramp to I-4 and the ramp from Westmoreland Avenue to SR 408. Structural design will include the I-4 ramp over Westmoreland Drive, the I-4 on-ramp over Westmoreland, the I-4 braided ramp bridge over the SR 408 ramp, the I-4 ramp over Paramore Avenue, EB SR 408 over future Hicks Avenue and the I-4 ramp over future Hicks Avenue. Consultant shall coordinate all design files from the 408-315 project to assure proper connections.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the City of Orlando and TLP will be required.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, City of Orlando, FDOT, USACE, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

A. Consultant shall prepare an alternatives evaluation report including a review of the preliminary Line and Grade concept prepared by TLP and make recommendations for the final design to I-4. This report shall include any ramp alternatives and include profiles for this concept. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final

layout for the project.

4.4 Surveys and Mapping

- A. Survey for this project has been completed within the 408-315 contract. CFX will be provided associated coverage including Horizontal Project Control, Vertical Project Control, Alignment and Existing R/W Lines, Aerial Targets, Reference Points, Topography, Side Street Surveys, and Underground Utilities. The consultant shall review all provided information and identify any additional coverage to fill in gaps.
- B. All Surveying and Mapping shall be performed by CFX.
- C. Alignment
 - 1. NA
- D. Reference Points
 - 1. NA
- E. Bench Levels
 - 1. NA
- F. Topography
 - 1. NA
- G. Drainage Survey
 - 1. NA
- H. Underground Utilities
 - 1. NA
- I. Side Street Surveys
 - 1. NA
- J. Bridge Survey
 - 1. NA
- K. Jurisdictional Line Surveys
 - 1. NA

L. Geotechnical Surveys

1. NA

M. Right-of-Way Ties

1. NA

N. CFX ITS/FON

1. NA

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 408 mainline and interchange ramps, ramp toll plazas or gantries, and any local roadways impacted by the project.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.8 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.9 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 - 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will

be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur that require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the

utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 408 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the Central Florida Expressway Authority Design Guidelines, latest edition.

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, span configuration and foundation pile type.
- B. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.
- C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:

1. Review and make recommendations from the Stormwater Management Concept Report put together by TLP dated 10-22-21. A coordination meeting with the GEC will also need to take place for updates. It is anticipated that 3 ponds will need to be designed.
2. Finalize the pond design at the 30% submittal for those recommended ponds.
3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
7. Identify in the Preliminary Engineering Memorandum any existing drainage concerns along the corridor and potential fixes or modifications.

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting, and underdeck lighting. No lighting is anticipated along Carter Street. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The high pressure sodium lights along SR 408 were not converted to LED during the I-4 ultimate project. Consultant shall identify these areas and complete the conversion within CFX's jurisdiction between the 408-315 project and 408-167 limits accordingly.

4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide a conceptual signing plan for the project as deemed necessary. It is anticipated that a minimum of 3 overhead trusses, 4 overhead cantilever and 3 multi-post structures will be designed. Consultant shall coordinate with the 408-315 project during construction.
- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.18 Right-of-Way Documents

- A. The Section Engineer shall verify and provide right of way requirements for CFX to complete right-of-way maps (1"=100') and legal descriptions and parcel sketches to CFX standards on acceptable reproduction media (ink on drafting film or equivalent). These maps will show all parcels and matters of record reflected in the title searches furnished by CFX such as easements,

title information, names of owners, bearings and distances of all courses and any other data required to legally describe the existing property. Parcel sketches are to include distance measurements from the taking line to corners of structures remaining where within close proximity. Where a full or partial taking of a parcel is required, a legal description (metes and bounds) will be required for affected parcels, including the actual area of taking and/or remainder.

- B. The Section Engineer shall determine the necessity for temporary construction easements and permanent drainage easements. If easements are required, the Section Engineer shall provide information required for CFX to prepare right-of-way plans, legal descriptions and sketches for easements as indicated above.
- C. Right-of-way plans shall identify limited-access right-of-way, roadway right-of-way, excess right-of-way, drainage easements, and maintenance easements, borrow pit right-of-way, temporary construction easements, and slope easements, and legal descriptions for each, as applicable.
- D. NA
- E. The Section Engineer may be requested to testify in court in condemnation proceedings.

4.19 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.20 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.21 Fiber Optic Network (FON)

- A. Fiber Optic Infrastructure Plans
 - 1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall

review and modify standard FON details as necessary.

2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
 - o. Controller cabinet, structure, and foundation details for proposed CFX device sites.
 - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
 - q. Grounding
 - r. Table of quantities
 - s. Special notes
 - t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
 - u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
 - v. Relocation of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 408 bridges over intersecting arterials and installation of fiber optic manholes in the paved shoulder.
 - w. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic

connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.

- x. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- y. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- z. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
- aa. Install new WWDS at the following off-ramps:
 - o SR 408 off-ramps to Tampa Avenue
 - o SR 408 EB off-ramp to US 441

3. The Consultant shall take the following information into consideration when developing the site construction plans:

- a. Minimize utility conflicts and adjustments.
- b. Minimize traffic impact.
- c. Accessibility and ease of equipment maintenance.
- d. Safety of equipment maintenance personnel and the traveling public.
- e. Maintain the existing FON system through all phases of construction.
- f. Environmental conditions.
- g. Concurrent/future CFX projects.
- h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
- i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.
2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.22 Toll Plazas

- A. This project includes demolition for the existing EB ramp toll site at OBT and a new AET gantry for the new OBT on-ramp to I-4. Also the addition of a new AET gantry for the new Westmoreland Drive on-ramp to SR 408.

4.23 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and

expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

- B. The Consultant shall support the post design process as follows:
1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.
 - 7. Drawings for the SR 408 widening planned for the I-4 Ultimate Project

5.2 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry.
 - 6. AVI Percentages

5.3 Other

- A. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

- A. CFX, or its designee, will prepare all right-of-way plans, parcel sketches and legal descriptions. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.2 Utility Agreements

- A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

- A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

- A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.7 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.

- B. CFX to provide proposed sound wall locations.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager

CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 6. Forecast future conflicts in any area.

7.5 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
 - 1. Field survey notes and computations.

2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the quantity computation booklet.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files and one (1) hard copy of memorandum to CFX GEC and one (1) hard copy of memorandum to the CFX project manager)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)
 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)
 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)
 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)
 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 Plan Phase Submittals

- A. All plan phase submittals shall be made as per the *Central Florida Expressway Authority Design Guidelines*, latest edition.

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 18, 2022

SUBJECT: Approval of Contract Award to RS&H, Inc. for Design Consultant Services for SR 534 Segment 3 – East of Jim Branch Creek to Narcoossee Road
Project No. 534-243, Contract No. 001921

The Board approved on August 11, 2022, the final ranking and authorization to negotiate with firms for the Design Consultant Services for SR 534 Segment 3 – East of Jim Branch Creek to Narcoossee Road.

The work to be performed includes designing 2.2 miles of new four-lane limited access highway.

Board award of the contract to RS&H, Inc. is requested in the amount of \$9,200,000.00. This contract is included in the Five-Year Work Plan.

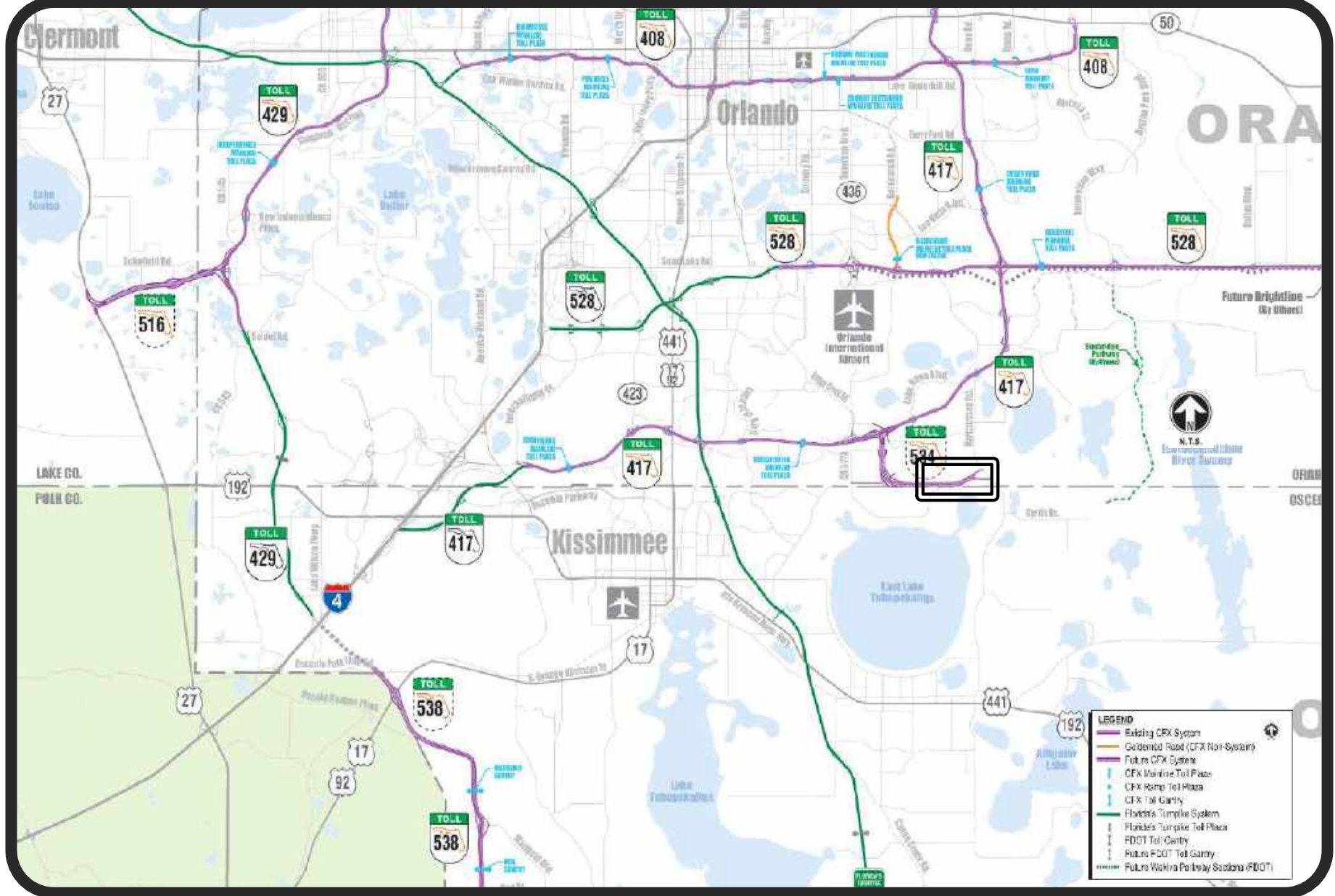
Reviewed by:



Dana Chester, PE
Director of Engineering



Glenn Pressimone, PE



Project Location Map for
 SR 534 Segment 3 – E. of Jim Branch Creek to SR 15 (Narcoossee Rd) (534-243)

AGREEMENT



AND

RS&H, INC.

**DESIGN CONSULTANT SERVICES FOR
SR 534 SEGMENT 3 - EAST OF JIM BRANCH CREEK
TO CR 15 (NARCOOSSEE ROAD)**

PROJECT 534-243, CONTRACT NO. 001921

**CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: \$9,200,000.00**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS
OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, SCHEDULE, AND NON-CONFLICT
DISCLOSURE FORM**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION
MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM**

FOR

**SR 534 SEGMENT 3 - EAST OF JIM BRANCH CREEK
TO CR 15 (NARCOOSSEE ROAD)
PROJECT 534-243**

DESIGN SERVICES

CONTRACT NO. 001921

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 20
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

Table of Contents

1.0.	DEFINITIONS.....	1
2.0.	SERVICES TO BE PROVIDED.....	1
3.0.	TERM OF AGREEMENT AND RENEWALS.....	2
4.0.	PROJECT SCHEDULE.....	2
5.0.	PROFESSIONAL STAFF.....	3
6.0.	COMPENSATION.....	4
7.0.	DOCUMENT OWNERSHIP AND RECORDS.....	5
8.0.	COMPLIANCE WITH LAWS.....	7
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE.....	7
10.0.	TERMINATION.....	7
11.0.	ADJUSTMENTS.....	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY.....	9
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS.....	10
14.0.	THIRD PARTY BENEFICIARY.....	10
15.0.	INSURANCE.....	10
16.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....	12
17.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT.....	13
18.0.	DOCUMENTED ALIENS.....	14
19.0.	E-VERIFY CLAUSE.....	14
20.0.	INSPECTOR GENERAL.....	14
21.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT.....	14
22.0.	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....	15
23.0.	AVAILABILITY OF FUNDS.....	15
24.0.	AUDIT AND EXAMINATION OF RECORDS.....	15
25.0.	GOVERNING LAW AND VENUE.....	17
26.0.	NOTICE.....	17
27.0.	HEADINGS.....	17
28.0.	CONTRACT LANGUAGE AND INTERPRETATION.....	18
29.0.	ASSIGNMENT.....	18
30.0.	SEVERABILITY.....	18
31.0.	INTEGRATION.....	18
32.0.	ATTACHMENTS.....	18

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 8th day of December 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and RS&H, INC., hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 301 East Pine Street, Suite 350, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX’s Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 534 Segment 3 – East of Jim Branch Creek to CR15 (Narcoossee Road) identified as Project No. 534-243 and Contract No. 001921.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit “A”**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit “A”**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit “A,”** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction

project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Base Consultants, Inc.	Class I
Brindley Pieters & Associates, Inc.	Class I
Colliers Engineering & Design, Inc.	Class I and Class II
EAC Consulting, Inc.	Class I
Geotechnical and Environmental Consultants, Inc.	Class II
Nadic Engineering Services, Inc.	Class II
Stanley Consultants, Inc.	Class I
Terracon Consultants, Inc.	Class II
WBQ Design & Engineering, Inc.	Class I and Class II

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$9,200,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to

CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 301 East Pine Street, Suite 350, Orlando, Florida 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THEREFORE, PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less

than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the

expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT

enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a

copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred to as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant

where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
“a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0. AVAILABILITY OF FUNDS

CFX’s performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT’s performance of the Contract

determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, FL 32807
 Attn: Chief of Infrastructure

 Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, FL 32807
 Attn: General Counsel

To CONSULTANT: RS&H, Inc.
 301 East Pine Street, Suite 350
 Orlando, Florida 32801
 Attn: Renato Gonzalez, PE – Project Manager

 RS&H, Inc.
 301 East Pine Street, Suite 350
 Orlando, Florida 32801
 Attn: Jesse Forst, PE

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

29.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

30.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32.0. ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map

Project No. 534-243
Contract No. 001921

Exhibit "F", Project Schedule
Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on December 08, 2022.

RS&H, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Aneth Williams,
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 534 Segment 3 – East of Jim Branch Creek to SR 15

PROJECT NO. 534-243

IN ORANGE COUNTY, FLORIDA

November 16, 2022

Exhibit A
SCOPE OF SERVICES
TABLE OF CONTENTS

<u>Description</u>	<u>Page No. A-</u>
1.0 GENERAL.....	4
1.1 Location.....	4
1.2 Description	4
1.3 Purpose	4
1.4 Organization	5
1.5 Term of Agreement for Design Services.....	5
2.0 STANDARDS	6
3.0 DESIGN CRITERIA	7
3.1 General	7
3.2 Right of Way	7
4.0 WORK PERFORMED BY CONSULTANT	8
4.1 Design Features	8
4.2 Governmental Agencies	9
4.3 Preliminary Design Report - Review	9
4.4 Surveys and Mapping.....	9
4.5 Geotechnical Investigation.....	11
4.6 Contamination Impact Analysis	12
4.7 Pavement Design.....	13
4.8 Borrow Pits.....	13
4.9 Governmental Agency and Public Meetings.....	13
4.10 Environmental Permits.....	14
4.11 Utilities	15
4.12 Roadway Design	16
4.13 Structures Design	16
4.14 Drainage Design.....	16
4.15 Roadway Lighting.....	17
4.16 Traffic Engineering	17
4.17 Signing and Pavement Marking Plans	18
4.18 Signalization Plans	18

4.19	Right-of-Way Documents	18
4.20	Cost Estimates	19
4.21	Special Provisions and Specifications	19
4.22	Fiber Optic Network (FON)	19
4.23	Post-Design Services	22
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE	24
5.1	Record Documents	24
5.2	Traffic Data	24
5.3	Other	24
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE	25
6.1	Right-of-Way Acquisition	25
6.2	Utility Agreements	25
6.3	Public Involvement	25
6.4	Contracts and Specifications Services	25
6.5	Post-Design Services	25
6.6	Environmental Permits	25
6.7	Conceptual Specialty Design	26
7.0	ADMINISTRATION	27
7.1	Central Florida Expressway Authority	27
7.2	CFX's Project Manager	27
7.3	Consultant	27
7.4	Project Control	28
7.5	Work Progress	28
7.6	Schedule	29
7.7	Project Related Correspondence	29
7.8	Quality Control	29
7.9	Consultant Personnel	29
7.10	Site Visit	30
7.11	Acceptability of the Work	30
7.12	Design Documentation	30
7.13	Reviews and Submittals	31
7.14	Plan Phase Submittals	33

1.0 GENERAL

1.1 Location

- A. See EXHIBIT “E”, Project Location Map.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed SR 534 Segment 3 - from east of Jim Branch Creek to SR 15 (Narcoossee Road). Specifically, the project will consist of constructing 2.2 miles of a new four-lane limited access highway with 2 bridges over local roads and a third bridge (approximately 3,200 feet) over an existing borrow pit pond. The project will also include redesigning SR 15 from north of Foley Beach Drive to CR 530.

The redesign of SR 15 shall accommodate a signalized interchange with the mainline eastbound off-ramp and westbound on-ramp. The redesign shall also include a relocated connection to Clapp Simms Duda Road east of SR 15.

In addition to the 3 bridges to be constructed, 30% bridge plans shall be developed for SR 534 over SR 15 for a potential future connection. The plans shall show the vertical clearance, horizontal alignment and future ramp connections on the east side of SR 15.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the City of Orlando, Tavistock Development Company, Orange County, Osceola County, and OUC will be required.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed SR 534 east of Jim Branch Creek to SR 15.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, , final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

- A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within twenty-four (24) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX Design Guidelines, CFX Signing and Pavement Marking Details, CFX Signal Design Details, CFX Lighting Design Details and CFX ITS Design Details shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2022 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates (BOE) Manual, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

Design of this project will be guided by the basic design criteria listed below.

- A. The *Central Florida Expressway Authority (CFX) Design Guidelines*, latest edition.
- B. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- C. Design year – 2045
- D. Design vehicle – WB-62FL
- E. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Right of Way

- A. Ten (10) ft. minimum, fifteen (15) ft. preferred from back of walls or limit of construction.
- B. Two (2) ft. from back of sidewalk on frontage roads.
- C. Drainage and construction easements as required.
- D. Limited access right-of-way limits per FDM Section 211.15.
- E. Right of way limits for ramps is based upon limit of construction plus 10 feet.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 534 Segment 3 - from east of Jim Branch Creek to SR 15 (Narcoossee Road). Specifically, the project will consist of constructing 2.2 miles of a new four-lane limited access highway with 2 bridges over local roads and a third bridge (approximately 3,200 feet) over an existing borrow pit pond. The project will also include redesigning SR 15 from north of Foley Beach Drive to CR 530.

The redesign of SR 15 shall accommodate a signalized interchange with the mainline eastbound off-ramp and westbound on-ramp. The redesign shall also include a relocated connection to Clapp Simms Duda Road east of SR 15.

In addition to the 3 bridges to be constructed, 30% bridge plans shall be developed for SR 534 over SR 15 for a potential future connection. The plans shall show the vertical clearance, horizontal alignment and future ramp connections on the east side of SR 15.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the City of Orlando, Tavistock Development Company, Orange County, Osceola County, and OUC will be required.

4.2 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, Osceola County, City of Orlando, Tavistock Development Company, GOAA, FDEP, USACE, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.4 Surveys and Mapping

- A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- B. Alignment

- 1. Establish Survey Centerline by establishing the tangent lines of existing right-of-way maps if such maps exist, or in the center of dedicated right-of-way as per subdivision plats, or in the center of

the pavement when no right-of-way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.

2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100-foot intervals.
4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000-foot intervals, along all alignments, using stable points. Elevation will be relative to North American Vertical Datum of 1988 (NAVD 88).

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100 feet.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant.

Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. New right-of-way will be required; see Section 4.19.

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points.

N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase if applicable. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Consultant's recommendations and provided to CFX for their information.

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, soil parameter to assist with pond design, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.

- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 534 mainline, all interchange ramps, SR 15 and any other local roadways impacted by the project.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.8 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.9 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 5. Provide all drainage calculations, including pond routing nodal diagrams, for the project.
 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
 8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
 9. Provide all permit application material in .pdf format.
 10. The Consultant will provide dredge and fill sketches as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a Supplemental Agreement.
 11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur that require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven (7) days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies. This will include providing the utility owner with the required CFX Right-of-Entry form to submit a permit application to CFX and inform the utility that a CFX permit will be required with the utility work schedule prior to letting.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 534 mainline, interchange ramps, SR 15 and impacted local roadways will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the *Central Florida Expressway Authority Design Guidelines*, latest edition.

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, span configuration and foundation pile type. This includes the 30% design over SR 15.
- B. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.
- C. The Consultant shall prepare 30% bridge plans for the future bridge over SR 15.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 1. Coordinate impacts to existing SR 15 and other pond and treatment systems located within the vicinity of the proposed improvements.
 2. Finalize the pond design at the 30% submittal for those ponds that will require acquisition of new right-of-way, if applicable.
 3. Have its chief drainage engineer available at the scheduled (bi-

weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
7. Identify in the Preliminary Engineering Memorandum any existing drainage concerns along the corridor and potential fixes or modifications.

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include roadway and ramp fixtures, overhead sign lighting and underdeck lighting. Lighting will be designed for SR 534, SR 15 and Boggy Creek Rd. within the project limits. Lighting is not planned for Clapp Simms Duda Road. The work shall include coordination with the local utility to provide electrical service.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. Plan sheet scale shall be at 1"=50' scale.

4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 1. The Consultant shall prepare maintenance of traffic plans at a scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways, ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all

times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless otherwise determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

- A. Signal plans will be developed for signals at the ramp terminals at SR 15, and at the intersection of SR 15 and Boggy Creek Rd./Clapp Simms Duda Rd. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

4.18 Signalization Plans

- A. For the ramp terminals at SR 15, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.19 Right-of-Way Documents

- A. The Consultant shall provide complete up-to-date right-of-way maps (1"=100') and legal descriptions and parcel sketches to CFX standards on acceptable reproduction media (ink on drafting film or equivalent). These maps will show all parcels and matters of record reflected in the title searches

furnished by CFX such as easements, title information, names of owners, bearings and distances of all courses and any other data required to legally describe the existing property. Parcel sketches are to include distance measurements from the taking line to corners of structures remaining where within close proximity. Where a full or partial taking of a parcel is required, a legal description (metes and bounds) will be required for affected parcels, including the actual area of taking and/or remainder.

- B. The Consultant shall determine the necessity for temporary construction easements and permanent drainage easements. If easements are required, the Consultant shall prepare right-of-way plans, legal descriptions and sketches for easements as indicated above.
- C. Right-of-way maps shall identify limited-access right-of-way, roadway right-of-way, excess right-of-way, drainage easements, and maintenance easements, borrow pit right-of-way, temporary construction easements, and slope easements, and legal descriptions for each, as applicable.
- D. It is intended that these plans and legal documents will be used directly by CFX for the acquisition of property and must therefore be adequate for this purpose. CFX will provide the title searches necessary to prepare the right-of-way maps. The Consultant will review all data supplied by CFX, including reviewing latest deed of record. Any additional information necessary to complete the right-of-way maps such as field surveys and the determination of the required area of taking will be secured by the Section Engineer.
- E. The Consultant may be requested to testify in court in condemnation proceedings.

4.20 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.22 Fiber Optic Network (FON)

- A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1"=50'. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. N/A
 - n. Controller cabinet, structure, and foundation details for proposed CFX device sites.
 - o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
 - Prepare short circuit current, selective coordination, and arc flash hazard assessment for each new service
 - p. Grounding
 - q. Tabulation of quantities
 - r. Special notes

- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices).
 - t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections.
 - u. Avoid attaching ITS devices to bridges
3. The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

C. Maintenance of Fiber Operations

- 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
- 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

3. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five (5) working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for

substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two (2) weeks from receipt of information.

- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings. Record drawings shall be prepared in accordance with the CFX Design Guidelines.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

- A. CFX will provide the Consultant, within ten (10) working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.
 - 7. Drawings for the SR 417 widening projects between International Drive and SR 528

5.2 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry.
 - 6. AVI Percentages

5.3 Other

- A. Utility designates for the CFX FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

- A. If necessary, CFX, or its designee, will review all right-of-way maps, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.2 Utility Agreements

- A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

- A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

- A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.7 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX will provide proposed sound wall locations, if applicable.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and Supplemental Agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

- A. The Consultant is responsible for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 6. Forecast future conflicts in any area.

7.5 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two (2) working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typed agenda for the meeting. The Consultant shall prepare typed meeting minutes and submit them to CFX's Project Manager within five (5) working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written Notice to Proceed.

7.9 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven (7) calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the “standards-of-the industry” quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker.
- C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
 - 1. Field survey notes and computations.

2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the summary of quantities sheet or cross sections.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations, emails or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering Memorandum (Electronic file (pdf) to the CFX and CFX GEC project managers and one (1) hard copy of memorandum to CFX project manager)

2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
 3. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
 4. 60% Roadway Plans, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)
 5. 60% Bridge Plans required only on Category 2 bridges (Electronic file (pdf) to the CFX and CFX GEC project managers).
 6. 90% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
 7. 90% Roadway and specifications (Electronic file (pdf) to the CFX and CFX GEC project managers)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)
 9. Pre-Bid Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
 10. Bid Set (1 set signed and sealed plans, 1 set “clean” plans, 1 set signed and sealed reports and electronic files (pdf) of all plans and reports to the CFX and CFX GEC project managers)
- C. Preparation and distribution of roadway plans and right-of-way maps to other than CFX or CFX GEC will not be made until approved by CFX.
- D. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), except as amended by CFX.
- E. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- F. The Consultant shall submit all CADD files, including GEOPAK files, used in the preparation of the plans and right-of-way mapping with the final submittal.

- G. The Consultant shall submit files pertaining to the design survey.
1. Plan sheets showing the primary control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.
 2. Reports showing the results of horizontal and vertical control network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.
 3. Reports showing field check cross sections compared to point cloud and TIN.
 4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager through the Prime Consultant for review prior to submitting the signed and sealed final Surveyors Report.

7.14 Plan Phase Submittals


- A. All plan phase submittals shall be made as per the *Central Florida Expressway Authority Design Guidelines*, latest edition.

**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 19, 2022

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for
Design Services for SR 534 Segment 2 – Laureate Blvd. to East of
Jim Branch Creek
Project No. 534-242, Contract No. 001951

Letters of Interest for the above referenced project was advertised on August 21, 2022. Nine (9) responses were received by the September 6, 2022 deadline. Those firms were Bentley Group, Inc., GAI Consultants, Inc., HNTB Corporation, Inwood Consulting Engineers, Inc., Jacobs Engineering Group, Inc., Kimley-Horn and Associates, Inc., Kisinger Campo & Associates, Corp., Parsons Transportation Group, Inc. and WGI, Inc.

The Evaluation Committee, after reviewing the Letters of Interest, met on September 12, 2022 and shortlisted HNTB Corporation, Jacobs Engineering Group, Inc. and WGI, Inc.

The Technical Committee after reviewing the technical proposals heard presentations and prepared it's final ranking on October 10, 2022. The result is shown below:

<u>Ranking</u>	<u>Firm</u>
1	HNTB Corporation
2	WGI, Inc.
3	Jacobs Engineering Group, Inc.

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, PE

LOI-001951 Technical Review Committee Meeting - October 10, 2022 Minutes

Technical Review Committee for **Design Services for SR 534 Segment 2 – Laureate Blvd. to East of Jim Branch Creek, Project 534-242, Contract No. 001951**, held a duly noticed meeting on Monday, October 10, 2022 at 1:00 p.m. in the Pelican Conference Room at CFX Administration Bldg., Orlando, FL.

Committee Members Present:

Tawny Olore, Osceola County - Executive Director of Transportation & Transit
Jamison Edwards, Engineering Project Manager
David Falk, Engineering Project Manager
Aaron Johnson, Engineering Project Manager
Jack Burch, Resident Engineer/Project Manager

Other Attendees:

Aneth Williams, Director of Procurement
Bradley Osterhaus, Sr. Procurement/Q/C Administrator

Presentations / Q and A:

Mr. Osterhaus began each interview with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

HNTB Corporation	1:00 p.m. – 1:40 p.m.
Jacobs Engineering Group, Inc.	1:50 p.m. – 2:30 p.m.
WGI, Inc.	2:40 p.m. – 3:20 p.m.

Evaluation Portion:

The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. The scores are as shown:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
HNTB Corporation	6	1
WGI, Inc.	9	2
Jacobs Engineering Group, Inc.	15	3

The Technical Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Jamison Edwards reviewed and approved the minutes on behalf of the Committee.

There being no further business to come before the Committee; the meeting was adjourned at 3:41 p.m. These are the official minutes of the Technical Review Committee meeting for Project No. 534-242, Contract No. 001951 held Monday, October 10, 2022.

Submitted by:


Bradley Osterhaus

Approved by:


Jamison Edwards, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR
 SR 534 SEGMENT 2 - LAUREATE BLVD TO EAST OF JIM BRANCH CREEK
 PROJECT NO. 534-242
 CONTRACT NO. 001951

CONSULTANT	JAMISON EDWARDS	DAVID FALK	AARON JOHNSON	JACK BURCH	TAWNY OLORE	TOTAL SCORE	RANKING
	(RANK)	(RANK)	(RANK)	(RANK)	(RANK)		
HNTB Corporation	1	1	1	2	1	6	1
Jacobs Engineering Group	3	3	3	3	3	15	3
WGI, Inc.	2	2	2	1	2	9	2

EVALUATION COMMITTEE MEMBERS


 JAMISON EDWARDS

Monday, October 10, 2022


 DAVID FALK

Monday, October 10, 2022


 AARON JOHNSON

Monday, October 10, 2022


 JACK BURCH

Monday, October 10, 2022


 TAWNY OLORE


Monday, October 10, 2022

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 18, 2022

SUBJECT: Approval of Contract Award to Chinchor Electric, Inc. for
Systemwide One-Way Sign Replacements
Project No. 599-649, Contract No. 001954

An Invitation to Bid for the above referenced project was advertised on September 11, 2022. Two (2) responses were received by the October 13, 2022 deadline. As required by the Procurement Procedures Manual, the Director of Procurement met with the Chief of Infrastructure and the Engineering Project Manager to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

Bid results were as follows:


	<u>Bidder</u>	<u>Bid Amount</u>
1.	Chinchor Electric, Inc.	\$304,146.31
2.	United Signs and Signals, Inc.	\$319,032.25


The engineer's estimate for this project is \$324,801.00. Included in the Five-Year Work Plan is \$338,000.00.

The work to be performed includes providing all labor, materials, equipment and incidentals necessary for the replacement of the existing one-way/wrong-way driving signing assemblies along SR 408, SR 417, SR 429 and SR 528.

Board award of the contract to Chinchor Electric, Inc. in the amount of \$304,146.31 is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, PE

CONTRACT



AND

CHINCHOR ELECTRIC, INC.

SYSTEMWIDE ONE-WAY SIGN REPLACEMENTS

PROJECT NO. 599-649, CONTRACT NO. 001954

CONTRACT DATE: DECEMBER 8, 2022

CONTRACT AMOUNT: \$304,146.31

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL
SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL
PROVISIONS, ADDENDA, PROPOSAL, PUBLIC
CONSTRUCTION BOND AND FORMS**

Contract No. 001954

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS,
TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL,
PUBLIC CONSTRUCTION BOND AND FORMS**

FOR

SYSTEMWIDE ONE-WAY SIGN REPLACEMENTS

PROJECT NO. 599-649, CONTRACT NO. 001954

DECEMBER 2022

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 5
GS	GENERAL SPECIFICATIONS	1 – 156
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of individual specifications sections.)	
TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-8
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-22
	(See Special Provisions Table of Contents for listing of each special provision.)	
	Addendum No. 1	
P	PROPOSAL	P-1 to P-11
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4
Plans		

CONTRACT

This Contract No. 001954 (the "Contract"), made this 8th day of December 2022 between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and CHINCHOR ELECTRIC, INC., of 1460 S. Leavitt Ave., Orange City, FL. 32763, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 599-649, Systemwide One-Way Sign Replacements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 45 calendar days. The Contract Amount is \$304,146.31. This Contract was awarded by the Governing Board of CFX at its meeting on December 8, 2022.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

_____ Aneth Williams
Print Name

DATE: _____

CHINCHOR ELECTRIC, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

_____ General Counsel for CFX

_____ Diego "Woody" Rodriguez
Print Name

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

Section 1 - Abbreviations and Definitions	1
1.1 General	1
1.2 Abbreviations	1
1.3 Definitions	2
Section 2 - Scope of Work	11
2.1 Intent of Contract	11
2.2 Work Not Covered by the General Specifications	11
2.3 Alteration of Plans	11
2.3.1 General	
2.3.2 Increase, Decrease or Alteration in the Work	
2.3.3 Connections to Existing Pavements, Drives, and Walks	
2.3.4 Differing Site Conditions	
2.3.5 Changes Affecting Utilities	
2.3.6 Cost Savings Initiative Proposal	
2.4 Claims by Contractor	23
2.4.1 General	
2.4.2 Notice of Claim	
2.4.3 Content of Written Claim	
2.4.4 Action on Claim	
2.4.5 Compensation for Extra Work or Delay	
2.4.6 Mandatory Claim Records	
2.4.7 Claims for Acceleration	
2.4.8 Certificate of Claim	
2.4.9 Non-Recoverable Items	
2.4.10 Exclusive Remedies	
2.4.11 Settlement Discussions	
2.4.12 Personal Liability of Public Officials	
2.4.13 Auditing of Claims	
2.5 Unforeseeable Work	32
2.6 Right To and Use of Materials Found at the Site of the Work	32
2.6.1 Ownership and Disposal of Existing Materials	
2.6.2 Ornamental Trees and Shrubs	
2.7 Restoration of Right of Way	32

Section 3 - Control of Work	34
3.1 Plans and Working Drawings	34
3.1.1 Plans and Contract Documents	
3.1.2 CFX Plans	
3.1.3 Alterations in the Plans	
3.1.4 Shop Drawings	
3.2 Coordination of Plans and Specifications	44
3.3 Conformity of Work with Plans	44
3.3.1 Record Drawings	
3.4 Pre-Award Meeting	45
3.5 Orders and Instructions	46
3.5.1 Observation of the Work	
3.5.2 Examination of the Work	
3.5.3 Communications	
3.6 Engineering and Layout	48
3.6.1 Control Points Furnished by CFX	
3.6.2 Furnishing of Stake Material	
3.6.3 Layout of Work	
3.6.4 Specific Staking Requirements	
3.6.5 Personnel, Equipment, and Record Requirements	
3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan	
3.6.7 Payment	
3.7 Contractor's Supervision	52
3.7.1 Prosecution of Work	
3.7.2 Contractor's Superintendent	
3.7.3 Supervision for Emergencies	
3.7.4 Worksite Traffic Supervisor	
3.8 General Inspection Requirements	52
3.8.1 Cooperation by Contractor	
3.8.2 Failure of CFX to Reject Work During Construction	
3.8.3 Failure to Remove and Renew Defective Materials and Work	
3.9 Final Inspection and Acceptance	54
3.9.1 Maintenance Until Final Acceptance	
3.9.2 Inspection for Substantial Completion	
3.9.3 Final Inspection	
3.9.4 Final Acceptance	
3.9.5 Recovery Rights Subsequent to Final Payment	
3.10 Audit and Examination of Contract Records and Bid Records	55

3.11	Escrow of Bid Records	57
3.12	Prevailing Party Attorney's Fees	58
Section 4 - Control of Materials		60
4.1	Acceptance Criteria	60
	4.1.1 General	
	4.1.2 Sampling and Testing	
	4.1.3 Certification	
	4.1.4 Warranty and Guaranty	
4.2	Designation of a Specific Product as a Criterion ("Or Equal" Clause)	61
4.3	Source of Supply and Quality Requirements	61
	4.3.1 Only Approved Materials to be Used	
	4.3.2 Notification of Placing Order	
	4.3.3 Approval of Source of Supply	
4.4	Inspection and Tests at Source of Supply	62
	4.4.1 General	
	4.4.2 Cooperation by Contractor	
	4.4.3 Retest of Materials	
4.5	Storage of Materials and Samples	63
	4.5.1 Method of Storage	
	4.5.2 Use of Right of Way for Storage	
	4.5.3 Responsibility for Stored Materials	
	4.5.4 Storage Facilities for Samples	
4.6	Defective Materials	63
Section 5 - Legal Requirements and Responsibility to the Public		65
5.1	Laws to be Observed	65
	5.1.1 General	
	5.1.2 Plant Quarantine Regulations	
	5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds	
	5.1.4 Compliance with Federal Endangered Species Act	
	5.1.5 Occupational Safety and Health Requirements	
	5.1.6 Discovery of Unmarked Human Burial Site	
	5.1.7 Insecticides and Herbicides	
5.2	Permits and Licenses	67
5.3	Patented Devices, Materials and Processes	67

5.4	Right of Way Furnished by CFX	68
5.5	Sanitary Provisions	68
5.6	Control of the Contractor's Equipment	68
	5.6.1 Traffic Interference	
	5.6.2 Overloaded Equipment	
	5.6.3 Crossings	
	5.6.4 Protection from Damage by Tractor-Type Equipment	
	5.6.5 Contractor's Equipment on Bridge Structures	
	5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7	Structures Over Navigable Waters	70
	5.7.1 Compliance with Jurisdictional Regulations	
5.8	Use of Explosives	70
5.9	Preservation of Property	70
	5.9.1 General	
	5.9.2 Failure to Restore Damaged Property	
	5.9.3 Contractor's Use of Streets and Roads	
	5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail	
	5.9.5 Operations Within Railroad Right of Way	
	5.9.6 Utilities	
5.10	Responsibility for Damages, Claims, etc.	75
	5.10.1 Contractor to Provide Defense Against Claims and Suits	
	5.10.2 Guaranty of Payment for Claims	
5.11	Insurance	76
	5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability	
	5.11.2 Workers' Compensation and Employer's Liability Insurance	
	5.11.3 Comprehensive General Liability Insurance	
	5.11.4 Comprehensive Automobile Liability Insurance	
	5.11.5 Umbrella/Excess Liability Insurance	
	5.11.6 Builder's Risk	
	5.11.7 Railroad Insurance	
	5.11.8 Pollution Legal Liability	
	5.11.9 Professional Liability	
5.12	Contract Bond (Public Construction Bond) Required	83
	5.12.1 General Requirements of the Bond	
	5.12.2 Continued Acceptability of Surety	
5.13	Contractor's Responsibility for Work	83
5.14	Opening Section of Highway to Traffic	84
5.15	Scales for Weighing Materials	84
	5.15.1 Applicable Regulations	

5.15.2	Base for Scales	
5.15.3	Protection and Maintenance	
5.16	Source of Forest Products	84
5.17	Regulations of Air Pollution	84
5.17.1	General	
5.17.2	Dust Control	
5.17.3	Asphalt Material	
5.17.4	Asphalt Plants	
5.18	Dredging and Filling	85
5.19	Erosion Control	85
5.20	Contractor's Motor Vehicle Registration	85
5.21	Internal Revenue Service Form W-9	85
5.22	Tolls and Access	86
5.23	Requests for References or Performance Evaluations	86
5.24	Unauthorized Aliens	86
5.25	Public Records	87
5.26	Inspector General	88
5.27	Convicted Vendor List	88
5.28	Discriminatory Vendor List	88
5.29	Severability	88
5.30	Companies Pursuant to Florida Statute Sections 287.135	89
Section 6 - Prosecution and Progress of the Work		90
6.1	Subletting or Assigning of Contract	91
6.2	Work Performed by Equipment Rental Agreement	92
6.3	Prosecution of Work	92
6.3.1	Sufficient Labor, Materials and Equipment	
6.3.2	Impacts by Adjacent Projects	
6.3.3	Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules	
6.3.4	Beginning Work	
6.3.5	Provisions for Convenience of the Public	
6.3.6	Pre-Construction Conference	
6.4	Limitations of Operations	111
6.4.1	Night Work	
6.4.2	Sequence of Operations	
6.4.3	Interference with Traffic	
6.4.4	Coordination with Other Contractors	
6.4.5	Drainage	
6.4.6	Fire Hydrants	

6.4.7	Protection of Structures	
6.4.8	Fencing	
6.4.9	Hazardous or Toxic Waste	
6.4.10	Milling	
6.5	Qualifications of Contractor's Personnel	114
6.6	Temporary Suspension of Contractor's Operations	116
6.6.1	CFX to Suspend Contractor's Operations	
6.6.2	Prolonged Suspensions	
6.6.3	Permission to Suspend Operations	
6.6.4	Suspension of Contractor's Operations – Holidays	
6.7	Contract Time	116
6.7.1	General	
6.7.2	Date of Beginning of Contract Time	
6.7.3	Adjusting Contract Time	
6.8	Failure of Contractor to Maintain Satisfactory Progress	118
6.8.1	General	
6.9	Default and Termination of Contract	119
6.9.1	Determination of Default	
6.9.2	Public Interest Termination of Contract	
6.9.3	Completion of Work by CFX	
6.10	Liquidated Damages for Failure to Complete the Work	121
6.10.1	Liquidated Damages for Failure to Complete the Work	
6.10.2	Determination of Number of Days of Default	
6.10.3	Conditions Under Which Liquidated Damages are Imposed	
6.10.4	Right of Collection	
6.10.5	Allowing the Contractor to Finish Work	
6.10.6	Liability for Liquidated Damages	
6.11	Release of Contractor's Responsibility	122
6.12	Recovery of Damages Suffered by Third Parties	122
6.13	Express Warranty	122
Section 7 - Measurement and Payment		123
7.1	Measurement of Quantities	123
7.1.1	Measurement Standards	
7.1.2	Method of Measurements	
7.1.3	Determination of Pay Areas	
7.1.4	Construction Outside Authorized Limits	
7.1.5	Truck Requirements	
7.1.6	Ladders and Instrument Stands for Bridge Construction	
7.2	Scope of Payments	124

7.2.1	Items Included in Payment	
7.2.2	Non-Duplication of Payment	
7.3	Compensation for Altered Quantities	127
7.3.1	General	
7.3.2	Payment Based on Plan Quantity	
7.3.3	Lump Sum Quantities	
7.3.4	Deviation from Plan Dimensions	
7.4	Force Account Work	129
7.4.1	Method of Payment	
7.4.2	Records	
7.4.3	Preliminary Order-of-Magnitude Estimate	
7.5	Deleted Work	133
7.6	Partial Payments	133
7.6.1	General	
7.6.2	Unsatisfactory Payment Record	
7.6.3	Withholding Payment for Defective Work	
7.6.4	Partial Payments for Delivery of Certain Materials	
7.6.5	Certification of Payment to Subcontractors	
7.6.6	Reduction of Payment for Unsatisfactory Services or Products	
7.7	Record of Construction Materials	136
7.7.1	General	
7.7.2	Non-Commercial Materials	
7.8	Disputed Amounts Due Contractor	137
7.9	Acceptance and Final Payment	137
7.10	Offsetting Payments	139
Section 8 – Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Participation		140
8.1	General	140
8.2	Disadvantaged/Minority and Women Owned Businesses – Participation Objectives	141
8.2.1	General	
8.2.2	Definitions	
8.2.3	Specific Requirements	
8.2.4	Qualified Participation	
8.2.5	Records and Reports	
8.3	Subletting of Contracts - Participation Objectives	146

Section 9 - Binding Arbitration	147
Section 10 – Partnering and Disputes Resolution	149
10.1 Partnering	149
10.2 Disputes Resolution	149
10.2.1 Disputes Review Board	
10.2.2 Continuance of Work During Dispute	
10.2.3 Disputes Review Board Membership	
10.2.4 Board Operations	
10.2.5 Procedure for Disputes Resolution	
10.2.6 Conduct of Disputes Hearings	
10.2.7 Compensation	
10.2.8 Three Party Agreement	
Attachment A - Disputes Review Board Three Party Agreement	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FNGLA	Florida Nursery, Growers and Landscape Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	The Society for Protective Coatings
UL	Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

- 1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”
- 1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections
- 1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.
- 1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.
- 1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

- 1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.
- 1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.
- 1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.
- 1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.
- 1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.
- 1.3.11 **Contract** - The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
- 1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.
- 1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.
- 1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

- 1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.
- 1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.
- 1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.
- 1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.
- The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.
- As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.
- 1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
- 1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

- 1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.
- 1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.
- 1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.
- 1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.
- 1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.
- 1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority
- 1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."
- 1.3.28 **Federal, State, and Local Rules and Regulations** - The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.
- 1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

- 1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
- 1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.
- 1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.
- 1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.
- 1.3.34 **Laboratory** - A Testing facility certified with the Florida Department of Transportation.
- 1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.
- 1.3.36 **Materials** - Any substances to be incorporated in the Work.
- 1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
- 1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.
- 1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

- 1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- 1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.
- 1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.
- 1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.
- 1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.
- 1.3.46 **Roadway** - The portion of a highway within the limits of construction.
- 1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.
- 1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.
- 1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.

1.3.53 **Standard Plans** - “Standard Plans for Road and Bridge Construction”, an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

- 1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.
- 1.3.59 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;
1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
 2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
 3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
 4. All pavement areas are complete and final signing and striping in place.
 5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
 6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
 7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
 8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
 9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

- 1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.
- 1.3.61 **Superintendent** - The Contractor's authorized representative responsible and in charge of the Work.
- 1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

- 1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.
- 1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
- 1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.
- 1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.
- 1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.
- 1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.
- 1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.
- 1.3.70 **Working Day** - Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.
- 1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term “significant change” applies only when:

- A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

- 2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor’s best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX’s responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

- (a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) **Materials and Supplies:** For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) **Equipment:** For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the “Rental Rate Blue Book” for the actual time that such equipment is in operation on the work, and 50% of the “Rental Rate Blue Book” for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the “Rental Rate Blue Book for Construction Equipment” or the “Rental Rate Blue Book for Older Construction Equipment,” whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

- 2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

- 2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

- 2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

- 2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

- 2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

- 2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

- 2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional

compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

- 2.4.6 **Mandatory Claim Records:** After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.
- 2.4.7 **Claims for Acceleration:** CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.
- 2.4.8 **Certificate of Claim:** When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.
- 2.4.9 **Non-Recoverable Items:** The parties agree that for any claim CFX will not have liability for the following items of damages or expense:
- a. Loss of profit, incentives, or bonuses;
 - b. Any claim for other than Extra Work or delay;
 - c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
 - d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
 - e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

- 2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.
- 2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.
- 2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.
- 2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a “significant change” as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX’s right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor’s expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.

Structurally continuous superstructures with spans over 150 feet.

Steel box and plate girder bridges.

Steel truss bridges.

Concrete segmental and longitudinally post-tensioned continuous girder bridges.

Cable stayed or suspension bridges.

Curved girder bridges.

Arch bridges.

Tunnels.

Movable bridges (specifically electrical and mechanical components).

Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Standard Plans, and
11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting.

CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

- 3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

- 3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other

local law enforcement agencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: <http://www.motadmin.com/find-a-training-provider.aspx>

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required

by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with

any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any

manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor

requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term “contested claim” or “claims” shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor’s claim(s).

Attorney’s fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term “costs” shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney’s fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

- 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
- 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion (“Or Equal” Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words “or equal”, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the

Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

- 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
- 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been

delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the

Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

- 5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

- 5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
- 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

- 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

- 5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

- 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

- 5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

- 5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9

below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance and endorsement evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp/ Employer's Liability	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

- 5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.6 Builder's Risk: If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

- 5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the

Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

- 5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price	Minimum Coverage Limits
Up to \$30 Million	\$1 Million coverage
\$30 to \$75 Million	\$2 Million coverage
More than \$75 Million	\$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 **Applicable Regulations:** Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 **Base for Scales:** Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 **Protection and Maintenance:** All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 **General:** All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 **Dust Control:** The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium

chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of the Contract, CFX may immediately and unilaterally terminate the Contract for cause.

5.25 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Convicted Vendor List

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.28 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original

intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction

from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

- Auxiliary Power Unit
- Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
- Deep Well Installation
- Electrical Work
- Fencing
- Highway Lighting
- Installing Pipe or Pipe Liner by Jacking and Boring
- Installing Structural Plate Pipe Structure
- Landscaping
- Painting
- Plugging Water Wells
- Pressure Grouting
- Pumping Equipment
- Roadway Signing and Pavement Marking
- Riprap
- Removal of Buildings
- Rumble Strips
- Sealing Wells by Injection
- Septic Tank and Disposal System
- Signalization
- Utility Works
- Vehicular Impact Attenuator
- Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.
Architectural Treatments.
Sound Walls.
Fiber Optic

Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.
Photovoltaic systems.
Integration of Photovoltaic and ITS systems.
Burn-In periods.
Tolls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Details window under “Project must finish by”.

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
 - FS -Finish to start
 - SS -Start to start
 - FF -Finish to finish
 - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a “Start On or After” (Early Start) date or “Finish On or Before” (Late Finish) date equal to the “Start No Earlier Than” or “Must Finish By” date specified in the Contract, except as specified below. The Contractor’s use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as “Start On” or “Finish On” for the purpose of manipulating float or the use of schedule constraints that violate network logic such “Mandatory Start” or “Mandatory Finish” will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for

activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

- A. Activity ID number
- B. Description of activity
- C. List of pay items included in activity including:

1. Pay item number
 2. Pay item description
 3. Quantity of pay item to be applied
 4. Unit measure of pay item
 5. Unit-price of pay item
 6. Total price for pay item to be applied
- D. Total revenue loading of activity (Sum of "C")
5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
 6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
 7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:
 - Contractor name
 - The complete CFX Project number
 - The four character P6 project number
 - Data Date in format -> "01JAN15"
 - Volume number _of_ total volume numbers (e.g., 1 of 5, 2 of 5)
 8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.
- 6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
 - A. The Contractor performed Extra Work that met all of the following conditions:
 1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
 2. The Extra Work delayed the Contract Completion Date.
 3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
 - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
2. The Contractor took every reasonable action to prevent the delay.
3. The delay impacted one or more activities on the current CPM schedule longest path.
4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the

CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to

require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

- 6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

- 6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the

following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

- 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

- 6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

- 6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to)

consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the

form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project.

The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
 - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
 - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
 - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
 - e. discontinues the prosecution of the Work or;
 - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
 - g. fails to pay timely its subcontractors, suppliers or laborers or;
 - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
 - i. becomes insolvent or is declared bankrupt or;
 - j. files for reorganization under the bankruptcy code or;
 - k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
 - l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
 - m. makes an assignment for the benefit of creditors or;
 - n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
 - o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
 - p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

- 6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

- 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

- 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
- 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.
- 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
- 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
- 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract

Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15th of each month, at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - .95 P_b)$ during a period of decreasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

P_i = Average price for fuel prevailing during month "i."

P_b = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$ during a period of increasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month.

P_i = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month “b” when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd² per inch.

7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the

amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be

a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled “Weekly”, “Daily” and “Hourly” shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

- 7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

- 7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude

Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 50	None
50 to 100	5% of value of Work completed exceeding 50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term “in the vicinity of the Project” will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.

- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority.”

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term “subcontractor”, as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date

of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance

letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b)
 - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
 - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and

supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors;
and
9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant (“GEC”), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.
- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.

- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.
- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the

aid of the Board's recommendations), CFX will promptly process any required Contract changes.

- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation. Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

**DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT**

THIS THREE PARTY AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, _____ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: _____, _____ and _____ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract (“Contract”) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

**I
DESCRIPTION OF PURPOSE**

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

**II
SCOPE OF WORK**

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board’s operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as

the original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars (\$1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: _____

Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 14, 2022

SUBJECT: Approval of Contract Award to S.A. Casey Construction, Inc. for
CFX's Headquarters Building Retrofits
Project No. 408-430, Contract No. 001957

An Invitation to Bid for the above referenced project was advertised on September 25, 2022. Four (4) responses were received by the November 14, 2022 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	S.A. Casey Construction, Inc.	\$765,000.00
2.	Poli Construction, Inc.	\$900,350.00
3.	BASE Construction, Inc.	\$925,000.00
4.	Gomez Construction Company	\$944,987.00

The engineer's estimate for this project is \$970,590.57. Included in the Five-Year Work Plan is \$1,000,000.00.

The work consists of providing all labor, materials, equipment and incidentals necessary to retrofit various work spaces at CFX's headquarters building.

Board award of the contract to S.A. Casey Construction, Inc. in the amount of \$765,000.00 is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, PE

CONTRACT



AND

S.A. CASEY CONSTRUCTION, INC.

CFX HEADQUARTERS BUILDING RETROFITS

PROJECT NO. 408-430, CONTRACT NO. 001957

CONTRACT DATE: DECEMBER 8, 2022

CONTRACT AMOUNT: \$765,000.00

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIAL PROVISIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

Contract No. 001957

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS,
TECHNICAL SPECIAL PROVISIONS, SPECIAL PROVISIONS, ADDENDA,
PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS**

FOR

CFX HEADQUARTERS BUILDING RETROFITS

PROJECT NO. 408-430, CONTRACT NO. 001957

DECEMBER 2022

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 5
GS	GENERAL SPECIFICATIONS	1 – 156
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of individual specifications sections.)	
TS	TECHNICAL SPECIAL PROVISIONS	1 to 210
	(See Technical Special Provisions Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-7
	(See Special Provisions Table of Contents for listing of individual specifications sections.)	
	Addendum No. 1	
P	PROPOSAL	P-1 to P-11
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4
Plans		

CONTRACT

This Contract No. 001957 (the "Contract"), made this 8th day of December 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and S.A. Casey Construction, Inc., 621 Wilks Avenue, Orlando, FL. 32809, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 408-430, CFX Headquarters Building Retrofits, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 145 calendar days. The Contract Amount is \$765,000.00. This Contract was awarded by the Governing Board of CFX at its meeting on December 8, 2022.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Special Provisions, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement
Aneth Williams

Print Name

DATE: _____

S.A. CASEY CONSTRUCTION, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX
Diego "Woody" Rodriguez

Print Name

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

Section 1 - Abbreviations and Definitions	1
1.1 General	1
1.2 Abbreviations	1
1.3 Definitions	2
Section 2 - Scope of Work	11
2.1 Intent of Contract	11
2.2 Work Not Covered by the General Specifications	11
2.3 Alteration of Plans	11
2.3.1 General	
2.3.2 Increase, Decrease or Alteration in the Work	
2.3.3 Connections to Existing Pavements, Drives, and Walks	
2.3.4 Differing Site Conditions	
2.3.5 Changes Affecting Utilities	
2.3.6 Cost Savings Initiative Proposal	
2.4 Claims by Contractor	23
2.4.1 General	
2.4.2 Notice of Claim	
2.4.3 Content of Written Claim	
2.4.4 Action on Claim	
2.4.5 Compensation for Extra Work or Delay	
2.4.6 Mandatory Claim Records	
2.4.7 Claims for Acceleration	
2.4.8 Certificate of Claim	
2.4.9 Non-Recoverable Items	
2.4.10 Exclusive Remedies	
2.4.11 Settlement Discussions	
2.4.12 Personal Liability of Public Officials	
2.4.13 Auditing of Claims	
2.5 Unforeseeable Work	32
2.6 Right To and Use of Materials Found at the Site of the Work	32
2.6.1 Ownership and Disposal of Existing Materials	
2.6.2 Ornamental Trees and Shrubs	
2.7 Restoration of Right of Way	32

Section 3 - Control of Work	34
3.1 Plans and Working Drawings	34
3.1.1 Plans and Contract Documents	
3.1.2 CFX Plans	
3.1.3 Alterations in the Plans	
3.1.4 Shop Drawings	
3.2 Coordination of Plans and Specifications	44
3.3 Conformity of Work with Plans	44
3.3.1 Record Drawings	
3.4 Pre-Award Meeting	45
3.5 Orders and Instructions	46
3.5.1 Observation of the Work	
3.5.2 Examination of the Work	
3.5.3 Communications	
3.6 Engineering and Layout	48
3.6.1 Control Points Furnished by CFX	
3.6.2 Furnishing of Stake Material	
3.6.3 Layout of Work	
3.6.4 Specific Staking Requirements	
3.6.5 Personnel, Equipment, and Record Requirements	
3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan	
3.6.7 Payment	
3.7 Contractor's Supervision	52
3.7.1 Prosecution of Work	
3.7.2 Contractor's Superintendent	
3.7.3 Supervision for Emergencies	
3.7.4 Worksite Traffic Supervisor	
3.8 General Inspection Requirements	52
3.8.1 Cooperation by Contractor	
3.8.2 Failure of CFX to Reject Work During Construction	
3.8.3 Failure to Remove and Renew Defective Materials and Work	
3.9 Final Inspection and Acceptance	54
3.9.1 Maintenance Until Final Acceptance	
3.9.2 Inspection for Substantial Completion	
3.9.3 Final Inspection	
3.9.4 Final Acceptance	
3.9.5 Recovery Rights Subsequent to Final Payment	
3.10 Audit and Examination of Contract Records and Bid Records	55

3.11	Escrow of Bid Records	57
3.12	Prevailing Party Attorney's Fees	58
Section 4 - Control of Materials		60
4.1	Acceptance Criteria	60
4.1.1	General	
4.1.2	Sampling and Testing	
4.1.3	Certification	
4.1.4	Warranty and Guaranty	
4.2	Designation of a Specific Product as a Criterion ("Or Equal" Clause)	61
4.3	Source of Supply and Quality Requirements	61
4.3.1	Only Approved Materials to be Used	
4.3.2	Notification of Placing Order	
4.3.3	Approval of Source of Supply	
4.4	Inspection and Tests at Source of Supply	62
4.4.1	General	
4.4.2	Cooperation by Contractor	
4.4.3	Retest of Materials	
4.5	Storage of Materials and Samples	63
4.5.1	Method of Storage	
4.5.2	Use of Right of Way for Storage	
4.5.3	Responsibility for Stored Materials	
4.5.4	Storage Facilities for Samples	
4.6	Defective Materials	63
Section 5 - Legal Requirements and Responsibility to the Public		65
5.1	Laws to be Observed	65
5.1.1	General	
5.1.2	Plant Quarantine Regulations	
5.1.3	Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds	
5.1.4	Compliance with Federal Endangered Species Act	
5.1.5	Occupational Safety and Health Requirements	
5.1.6	Discovery of Unmarked Human Burial Site	
5.1.7	Insecticides and Herbicides	
5.2	Permits and Licenses	67
5.3	Patented Devices, Materials and Processes	67

5.4	Right of Way Furnished by CFX	68
5.5	Sanitary Provisions	68
5.6	Control of the Contractor's Equipment	68
	5.6.1 Traffic Interference	
	5.6.2 Overloaded Equipment	
	5.6.3 Crossings	
	5.6.4 Protection from Damage by Tractor-Type Equipment	
	5.6.5 Contractor's Equipment on Bridge Structures	
	5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7	Structures Over Navigable Waters	70
	5.7.1 Compliance with Jurisdictional Regulations	
5.8	Use of Explosives	70
5.9	Preservation of Property	70
	5.9.1 General	
	5.9.2 Failure to Restore Damaged Property	
	5.9.3 Contractor's Use of Streets and Roads	
	5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail	
	5.9.5 Operations Within Railroad Right of Way	
	5.9.6 Utilities	
5.10	Responsibility for Damages, Claims, etc.	75
	5.10.1 Contractor to Provide Defense Against Claims and Suits	
	5.10.2 Guaranty of Payment for Claims	
5.11	Insurance	76
	5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability	
	5.11.2 Workers' Compensation and Employer's Liability Insurance	
	5.11.3 Comprehensive General Liability Insurance	
	5.11.4 Comprehensive Automobile Liability Insurance	
	5.11.5 Umbrella/Excess Liability Insurance	
	5.11.6 Builder's Risk	
	5.11.7 Railroad Insurance	
	5.11.8 Pollution Legal Liability	
	5.11.9 Professional Liability	
5.12	Contract Bond (Public Construction Bond) Required	83
	5.12.1 General Requirements of the Bond	
	5.12.2 Continued Acceptability of Surety	
5.13	Contractor's Responsibility for Work	83
5.14	Opening Section of Highway to Traffic	84
5.15	Scales for Weighing Materials	84
	5.15.1 Applicable Regulations	

5.15.2	Base for Scales	
5.15.3	Protection and Maintenance	
5.16	Source of Forest Products	84
5.17	Regulations of Air Pollution	84
5.17.1	General	
5.17.2	Dust Control	
5.17.3	Asphalt Material	
5.17.4	Asphalt Plants	
5.18	Dredging and Filling	85
5.19	Erosion Control	85
5.20	Contractor's Motor Vehicle Registration	85
5.21	Internal Revenue Service Form W-9	85
5.22	Tolls and Access	86
5.23	Requests for References or Performance Evaluations	86
5.24	Unauthorized Aliens	86
5.25	Public Records	87
5.26	Inspector General	88
5.27	Convicted Vendor List	88
5.28	Discriminatory Vendor List	88
5.29	Severability	88
5.30	Companies Pursuant to Florida Statute Sections 287.135	89
Section 6 - Prosecution and Progress of the Work		90
6.1	Subletting or Assigning of Contract	91
6.2	Work Performed by Equipment Rental Agreement	92
6.3	Prosecution of Work	92
6.3.1	Sufficient Labor, Materials and Equipment	
6.3.2	Impacts by Adjacent Projects	
6.3.3	Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules	
6.3.4	Beginning Work	
6.3.5	Provisions for Convenience of the Public	
6.3.6	Pre-Construction Conference	
6.4	Limitations of Operations	111
6.4.1	Night Work	
6.4.2	Sequence of Operations	
6.4.3	Interference with Traffic	
6.4.4	Coordination with Other Contractors	
6.4.5	Drainage	
6.4.6	Fire Hydrants	

6.4.7	Protection of Structures	
6.4.8	Fencing	
6.4.9	Hazardous or Toxic Waste	
6.4.10	Milling	
6.5	Qualifications of Contractor's Personnel	114
6.6	Temporary Suspension of Contractor's Operations	116
6.6.1	CFX to Suspend Contractor's Operations	
6.6.2	Prolonged Suspensions	
6.6.3	Permission to Suspend Operations	
6.6.4	Suspension of Contractor's Operations – Holidays	
6.7	Contract Time	116
6.7.1	General	
6.7.2	Date of Beginning of Contract Time	
6.7.3	Adjusting Contract Time	
6.8	Failure of Contractor to Maintain Satisfactory Progress	118
6.8.1	General	
6.9	Default and Termination of Contract	119
6.9.1	Determination of Default	
6.9.2	Public Interest Termination of Contract	
6.9.3	Completion of Work by CFX	
6.10	Liquidated Damages for Failure to Complete the Work	121
6.10.1	Liquidated Damages for Failure to Complete the Work	
6.10.2	Determination of Number of Days of Default	
6.10.3	Conditions Under Which Liquidated Damages are Imposed	
6.10.4	Right of Collection	
6.10.5	Allowing the Contractor to Finish Work	
6.10.6	Liability for Liquidated Damages	
6.11	Release of Contractor's Responsibility	122
6.12	Recovery of Damages Suffered by Third Parties	122
6.13	Express Warranty	122
Section 7 - Measurement and Payment		123
7.1	Measurement of Quantities	123
7.1.1	Measurement Standards	
7.1.2	Method of Measurements	
7.1.3	Determination of Pay Areas	
7.1.4	Construction Outside Authorized Limits	
7.1.5	Truck Requirements	
7.1.6	Ladders and Instrument Stands for Bridge Construction	
7.2	Scope of Payments	124

7.2.1	Items Included in Payment	
7.2.2	Non-Duplication of Payment	
7.3	Compensation for Altered Quantities	127
7.3.1	General	
7.3.2	Payment Based on Plan Quantity	
7.3.3	Lump Sum Quantities	
7.3.4	Deviation from Plan Dimensions	
7.4	Force Account Work	129
7.4.1	Method of Payment	
7.4.2	Records	
7.4.3	Preliminary Order-of-Magnitude Estimate	
7.5	Deleted Work	133
7.6	Partial Payments	133
7.6.1	General	
7.6.2	Unsatisfactory Payment Record	
7.6.3	Withholding Payment for Defective Work	
7.6.4	Partial Payments for Delivery of Certain Materials	
7.6.5	Certification of Payment to Subcontractors	
7.6.6	Reduction of Payment for Unsatisfactory Services or Products	
7.7	Record of Construction Materials	136
7.7.1	General	
7.7.2	Non-Commercial Materials	
7.8	Disputed Amounts Due Contractor	137
7.9	Acceptance and Final Payment	137
7.10	Offsetting Payments	139
Section 8 – Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Participation		140
8.1	General	140
8.2	Disadvantaged/Minority and Women Owned Businesses – Participation Objectives	141
8.2.1	General	
8.2.2	Definitions	
8.2.3	Specific Requirements	
8.2.4	Qualified Participation	
8.2.5	Records and Reports	
8.3	Subletting of Contracts - Participation Objectives	146

Section 9 - Binding Arbitration	147
Section 10 – Partnering and Disputes Resolution	149
10.1 Partnering	149
10.2 Disputes Resolution	149
10.2.1 Disputes Review Board	
10.2.2 Continuance of Work During Dispute	
10.2.3 Disputes Review Board Membership	
10.2.4 Board Operations	
10.2.5 Procedure for Disputes Resolution	
10.2.6 Conduct of Disputes Hearings	
10.2.7 Compensation	
10.2.8 Three Party Agreement	
Attachment A - Disputes Review Board Three Party Agreement	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FNGLA	Florida Nursery, Growers and Landscape Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	The Society for Protective Coatings
UL	Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

- 1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”
- 1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections
- 1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.
- 1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.
- 1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

- 1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.
- 1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.
- 1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.
- 1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.
- 1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.
- 1.3.11 **Contract** - The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
- 1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.
- 1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.
- 1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

- 1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.
- 1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.
- 1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.
- 1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.
- The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.
- As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.
- 1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
- 1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

- 1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.
- 1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.
- 1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.
- 1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.
- 1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.
- 1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority
- 1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."
- 1.3.28 **Federal, State, and Local Rules and Regulations** - The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.
- 1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

- 1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
- 1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.
- 1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.
- 1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.
- 1.3.34 **Laboratory** - A Testing facility certified with the Florida Department of Transportation.
- 1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.
- 1.3.36 **Materials** - Any substances to be incorporated in the Work.
- 1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
- 1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.
- 1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

- 1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- 1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.
- 1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.
- 1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.
- 1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.
- 1.3.46 **Roadway** - The portion of a highway within the limits of construction.
- 1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.
- 1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.
- 1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.

1.3.53 **Standard Plans** - “Standard Plans for Road and Bridge Construction”, an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

- 1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.
- 1.3.59 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;
1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
 2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
 3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
 4. All pavement areas are complete and final signing and striping in place.
 5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
 6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
 7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
 8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
 9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

- 1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.
- 1.3.61 **Superintendent** - The Contractor's authorized representative responsible and in charge of the Work.
- 1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

- 1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.
- 1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
- 1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.
- 1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.
- 1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.
- 1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.
- 1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.
- 1.3.70 **Working Day** - Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.
- 1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term “significant change” applies only when:

- A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

- 2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor’s best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX’s responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

- (a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) **Materials and Supplies:** For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) **Equipment:** For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$.

(2) Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$.

(3) Allowable Rate Per Hour = $\text{Allowable Hourly Equipment Rate} + \text{Allowable Hourly Operating Cost}$.

(4) Standby Rate = $\text{Allowable Hourly Equipment Rate} \times 50\%$.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

- 2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

- 2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

- 2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

- 2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

- 2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

- 2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

- 2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words “NOTICE OF CLAIM” in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor’s written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor’s receipt of CFX’s Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor’s written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional

compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

- 2.4.6 **Mandatory Claim Records:** After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.
- 2.4.7 **Claims for Acceleration:** CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.
- 2.4.8 **Certificate of Claim:** When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.
- 2.4.9 **Non-Recoverable Items:** The parties agree that for any claim CFX will not have liability for the following items of damages or expense:
- a. Loss of profit, incentives, or bonuses;
 - b. Any claim for other than Extra Work or delay;
 - c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
 - d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
 - e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

- 2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.
- 2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.
- 2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.
- 2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a “significant change” as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX’s right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor’s expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.

Structurally continuous superstructures with spans over 150 feet.

Steel box and plate girder bridges.

Steel truss bridges.

Concrete segmental and longitudinally post-tensioned continuous girder bridges.

Cable stayed or suspension bridges.

Curved girder bridges.

Arch bridges.

Tunnels.

Movable bridges (specifically electrical and mechanical components).

Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

- (1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)
- (2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.
- (3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)
- (4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)
- (5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)
- (6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).
- (7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Standard Plans, and
11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting.

CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

- 3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

- 3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other

local law enforcement agencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: <http://www.motadmin.com/find-a-training-provider.aspx>

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required

by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with

any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any

manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor

requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term “contested claim” or “claims” shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor’s claim(s).

Attorney’s fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term “costs” shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney’s fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

- 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
- 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion (“Or Equal” Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words “or equal”, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the

Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

- 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
- 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been

delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the

Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

- 5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

- 5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
- 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

- 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

- 5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

- 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

- 5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

- 5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9

below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance and endorsement evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp/ Employer's Liability	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

- 5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.6 Builder's Risk: If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

- 5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the

Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

- 5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price	Minimum Coverage Limits
Up to \$30 Million	\$1 Million coverage
\$30 to \$75 Million	\$2 Million coverage
More than \$75 Million	\$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 **Applicable Regulations:** Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 **Base for Scales:** Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 **Protection and Maintenance:** All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 **General:** All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 **Dust Control:** The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium

chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of the Contract, CFX may immediately and unilaterally terminate the Contract for cause.

5.25 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Convicted Vendor List

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.28 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original

intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction

from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

- Auxiliary Power Unit
- Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
- Deep Well Installation
- Electrical Work
- Fencing
- Highway Lighting
- Installing Pipe or Pipe Liner by Jacking and Boring
- Installing Structural Plate Pipe Structure
- Landscaping
- Painting
- Plugging Water Wells
- Pressure Grouting
- Pumping Equipment
- Roadway Signing and Pavement Marking
- Riprap
- Removal of Buildings
- Rumble Strips
- Sealing Wells by Injection
- Septic Tank and Disposal System
- Signalization
- Utility Works
- Vehicular Impact Attenuator
- Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.
Architectural Treatments.
Sound Walls.
Fiber Optic

Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.
Photovoltaic systems.
Integration of Photovoltaic and ITS systems.
Burn-In periods.
Tolls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Details window under “Project must finish by”.

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
 - FS -Finish to start
 - SS -Start to start
 - FF -Finish to finish
 - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a “Start On or After” (Early Start) date or “Finish On or Before” (Late Finish) date equal to the “Start No Earlier Than” or “Must Finish By” date specified in the Contract, except as specified below. The Contractor’s use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as “Start On” or “Finish On” for the purpose of manipulating float or the use of schedule constraints that violate network logic such “Mandatory Start” or “Mandatory Finish” will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for

activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

- A. Activity ID number
- B. Description of activity
- C. List of pay items included in activity including:

1. Pay item number
 2. Pay item description
 3. Quantity of pay item to be applied
 4. Unit measure of pay item
 5. Unit-price of pay item
 6. Total price for pay item to be applied
- D. Total revenue loading of activity (Sum of "C")
5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
 6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
 7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:
 - Contractor name
 - The complete CFX Project number
 - The four character P6 project number
 - Data Date in format -> "01JAN15"
 - Volume number _of_ total volume numbers (e.g., 1 of 5, 2 of 5)
 8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.
- 6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
 - A. The Contractor performed Extra Work that met all of the following conditions:
 1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
 2. The Extra Work delayed the Contract Completion Date.
 3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
 - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
2. The Contractor took every reasonable action to prevent the delay.
3. The delay impacted one or more activities on the current CPM schedule longest path.
4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the

CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to

require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

- 6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

- 6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the

following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

- 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

- 6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

- 6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to)

consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the

form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project.

The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
 - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
 - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
 - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
 - e. discontinues the prosecution of the Work or;
 - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
 - g. fails to pay timely its subcontractors, suppliers or laborers or;
 - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
 - i. becomes insolvent or is declared bankrupt or;
 - j. files for reorganization under the bankruptcy code or;
 - k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
 - l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
 - m. makes an assignment for the benefit of creditors or;
 - n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
 - o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
 - p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

- 6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

- 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

- 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
- 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.
- 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
- 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
- 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract

Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15th of each month, at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - .95 P_b)$ during a period of decreasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

P_i = Average price for fuel prevailing during month "i."

P_b = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$ during a period of increasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month.

P_i = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month “b” when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd² per inch.

7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the

amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be

a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled “Weekly”, “Daily” and “Hourly” shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

- 7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

- 7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude

Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 50	None
50 to 100	5% of value of Work completed exceeding 50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.

- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority.”

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term “subcontractor”, as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date

of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance

letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b)
 - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
 - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and

supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant (“GEC”), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.
- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.

- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.
- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the

aid of the Board's recommendations), CFX will promptly process any required Contract changes.

- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation. Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, _____ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: _____, _____ and _____ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract (“Contract”) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board’s operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as

the original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars (\$1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

CONTRACTOR:

By: _____
Print Name: _____
Title: _____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 14, 2022


SUBJECT: Approval of Mitigation Credit Purchases with Reedy Creek Mitigation Land Bank, L.C. for Project No. 516-238

Board authorization is requested for the Executive Director to enter into an agreement with the Reedy Creek Mitigation Land Bank, L.C. for a not-to-exceed amount of \$1,094,000.00 for federal mitigation bank credits.

The environmental impacts for the SR 516 Lake Orange Expressway Project from the Lake/Orange County line to SR 429, requires federal and state mitigation to offset wetland impacts. The use of mitigation bank credits is the preferred method by the Florida Department of Environmental Protection to offset these impacts.

This project is included in the Five-Year Work Plan.

Reviewed by: 
Dana Chester, P.E.
Director of Engineering



Glenn Pressimone, P.E.

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 14, 2022

SUBJECT: Approval of Mitigation Credit Purchases with Twin Oaks Mitigation Bank for Project No. 516-238

Board authorization is requested for the Executive Director to enter into an agreement with the Twin Oaks Mitigation Land Bank, L.C. for a not-to-exceed amount of \$2,470,000.00 for state mitigation bank credits.

The environmental impacts for the SR 516 Lake Orange Expressway Project from the Lake/Orange County line to SR 429, requires federal and state mitigation to offset wetland impacts. The use of mitigation bank credits is the preferred method by the Florida Department of Environmental Protection to offset these impacts.

This project is included in the Five-Year Work Plan.

Reviewed by: 
Dana Chester, P.E.
Director of Engineering


Glenn Pressimone, P.E.


CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 16, 2022


SUBJECT: Approval of Second Contract Renewal with Wells Fargo Bank, N.A. for
Banking Services
Contract No. 001496

Board approval is requested for the second renewal of the referenced contract with Wells Fargo Bank, N.A. in the amount of \$1,470,000.00 for one year beginning on June 01, 2023 and ending May 31, 2024. The original contract was for three years with two one-year renewals.


The work to be performed includes comprehensive banking services, including toll revenue collections.

Original Contract	\$ 4,402,000.00
First Renewal	\$ 1,470,000.00
Second Renewal	<u>\$ 1,470,000.00</u>
Total	\$ 7,342,000.00

This contract is included in the OM&A Budget.

Reviewed by: 

Michael Carlisle
Director of Accounting and Finance



Lisa Lumbar

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001496**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of December 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Wells Fargo Bank, N.A., registered and authorized to do business in the State of Florida, hereinafter called the (“Bank”). CFX and Bank are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Bank entered into that certain Contract Agreement dated April 11, 2019, (collectively, the “Original Agreement”), with a Notice to Proceed date of June 1, 2019, whereby CFX retained the Bank to perform banking services; and

WHEREAS, pursuant to Article 8 of the Original Agreement, CFX and Bank wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. **Renewal Term**. CFX and Bank agree to exercise the second renewal of said Original Agreement, which renewal shall begin on June 1, 2023 and end on May 31, 2024 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Bank shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$1,470,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Bank pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Amendment to the following provision of Original Agreement**

1. **Section 6 (b) – Indemnification** is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

“To the extent of the monetary limits allowed pursuant to Section 768.28(5), Florida Statutes, CFX shall indemnify and save harmless the Bank, (its directors, officers, employees and agents) from or on account of any losses or damages arising in connection with the Services provided under this Agreement, except losses, claims, and expenses (including reasonable attorneys' fees and costs) arising out of the gross negligence or willful misconduct of Bank or its employees resulting from any breach of this Agreement by CFX, or arising from the negligent acts or omissions of CFX or its employees acting within the scope of their employment”.

5. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

6. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

WELLS FARGO BANK, N.A.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2022 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001496**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 10th day of February 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Wells Fargo Bank, N.A., registered and authorized to do business in the State of Florida, hereinafter called the (“Bank”). CFX and Bank are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Bank entered into that certain Contract Agreement dated April 11, 2019, as amended by Amendment No. 1 dated May 28, 2019 (collectively, the “Original Agreement”), with a Notice to Proceed date of June 1, 2019, whereby CFX retained the Bank to perform banking services; and

WHEREAS, pursuant to Article 8 of the Original Agreement, CFX and Bank wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. **Renewal Term.** CFX and Bank agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on June 1, 2022 and end on May 31, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term.** The Bank shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$1,470,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Bank pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Amendment to the following provision of Original Contract**

1. **Section 6 (b) – Indemnification** is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

“To the extent of the monetary limits allowed pursuant to Section 768.28(5), Florida Statutes, CFX shall indemnify and save harmless the Bank, (its directors, officers, employees and agents) from or on account of any losses or damages arising in connection with the Services provided under this Agreement, except losses, claims, and expenses (including reasonable attorneys' fees and costs) arising out of the gross negligence or willful misconduct of Bank or its employees resulting from any breach of this Agreement by CFX, or arising from the negligent acts or omissions of CFX or its employees acting within the scope of their employment”.

5. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

6. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

WELLS FARGO BANK, N.A.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: 
Print Name: Linda A. Hallowell
Title: Senior Vice President

By: **Aneth Williams** Digitally signed by Aneth Williams
Date: 2022.04.06 11:16:10 -04'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2022 for its exclusive
use and reliance.

By: **Diego "Woody" Rodriguez** Digitally signed by Diego "Woody"
Rodriguez
Date: 2022.04.06 11:10:42 -04'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDMENT NO. 1
To
CONTRACT NO. 001496

28th This Amendment No. 1 to Contract No. 001496 ("Agreement") entered into this day of MAY, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida ("CFX") and WELLS FARGO BANK, National Association ("BANK") for CFX Banking Services.

WITNESSETH:

WHEREAS, ("CFX") and ("BANK") desire to amend eight (8) provisions of the ("Agreement") whereas strikethrough indicates deletion; underline indicates addition.

WHEREAS, ("CFX") and ("BANK") desire to add one provision to the ("Agreement") whereas underline indicates addition.

WHEREAS, ("CFX") and ("BANK") desire to amend five (5) sections of Exhibit "A", Scope of Services, of the ("Agreement") whereas strikethrough indicates deletion; underline indicates addition.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ("CFX") and ("BANK") hereby amend the ("Agreement") with addenda as follows:

A. The following Agreement provisions are hereby amended:

1. **Section 2.0, Controlling Provisions**, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

~~"Except as otherwise specifically provided in Section 6 hereof,~~
[I]n the event of any conflict between the specific provisions of this Agreement or any of the Exhibits hereto, and the requirements or provisions of the Scope of Services and/or Proposal, the requirements or provisions of the latter documents Agreement (without attachments) shall control. In circumstances of a conflict between the Bank's Proposal and Scope of Services, the Scope of Services shall prevail. Wherever possible, the provisions of all documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. It is the intention of the parties that the Exhibits hereto set forth the day-to-day operational procedures to be complied with in connection with CFX's ordering of and the Bank's provision of specific banking services covered by the Proposal subject to the order of precedence.

Excluding the Bank's exceptions related to: drug-free certification, boycott, and litigation, outlined on pages 1-3 of Tab H – Disclosures and Disclaimers of the Bank's Proposal, which were accepted, any other exceptions outlined in the Bank's Proposal are rejected unless expressly addressed in a written Amendment to this Agreement. If CFX elects to use any of the Bank's services not set forth in the Proposal, or the Bank, in the normal course of its business, develops specific service agreements in the future for banking services requested by CFX (in addition to those covered by the Exhibits hereto), the parties will execute specific service agreements with respect thereto in form and substance reasonably acceptable to the parties. Such agreements shall be deemed to be part of and subject to this Master Banking Services Agreement, whether or not so stated in such service agreement."

2. **Section 3.0, Services to be Rendered, Subsection (c)**, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

"In rendering the services requested in the Scope of Services, the Bank shall be responsible for compliance with all licensing agreements and the payment of all costs for licensing fees and royalties for all software, intellectual property and other protected or copyrighted materials or hardware used or provided in connection with its performance under this Agreement; ~~The BANK and~~ shall be further responsible for any costs, damages, claims or liabilities arising from the violation of any license agreement, copyright, trademark or other protection of property that is reasonably related to the Scope of Services offered through the Bank under this agreement."

3. **Section 3.0, Services to be Rendered, Subsection (d)**, is hereby amended by adding the following sentence at the end of the sub-section:

"This provision is limited to subcontractors hired specifically for services for CFX."

4. **Section 7.0, Limitation of Liability**, is hereby amended by adding the text that is underlined as follows:

"Notwithstanding any other term or provision of this Agreement, including Section 6, neither CFX nor the Bank shall . . ."

5. **Section 8.0, Term and Termination, Subsection (a)**, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

"(a) This Agreement shall have a term of three (3) years, commencing as of June 1, 2019 and ending at 11:59 p.m., on May

31, 2022. CFX and the BANK shall have the right to mutually agree in writing to exercise a maximum of two (2) additional one-year renewals to the term of this Agreement by providing written notice to the Bank. CFX may give written notice to the Bank prior to the expiration of the then current term of its election not to have this Agreement so renewed."

6. **Section 8.0, Term and Termination**, is hereby amended by adding the text that is underlined to the end of the Section as follows:

"(f) Notwithstanding the above, Bank may terminate this Agreement (in whole or in part) with cause upon providing sixty (60) days written notice under any of the following circumstances, which shall constitute an event of default under the Agreement,

i. If CFX fails to pay Bank when due undisputed charges totaling at least two months' charges under the Agreement and fails to make such payment within thirty (30) days after receiving a notice of non-payment from Bank, Bank may terminate the Agreement as of a date specified in a separate written notice of termination given to the Bank regarding the termination or exit transition services to be provided by Bank;

ii. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used by CFX in connection with the services provided by Bank or its subcontractor;

iii. CFX is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;

iv. If a court of competent jurisdiction (or other administrative body empowered to issue such orders) issues a final order or judgment holding that this Agreement or certain services offered hereunder are in violation of the law, or if a party is required to terminate certain services of this Agreement by law, regulation, or bank regulatory authority (but such termination right only applies to the services required to be terminated due to the final order, judgment, law, regulation, or bank regulatory authority); or

v. CFX disregards laws and ordinances, rules or materially breaches any provision of this Agreement that is not cured within sixty (60) days of CFX receiving the notice of default."

7. **Section 9, Changes, Subsection (b)**, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

“(b) The parties agree to undertake an annual review of the armored car component of the Scope of Services to determine if services can be provided more economically. The parties specifically agree that no later than thirty (30) days prior to the expiration of each one-year anniversary of the term of this Agreement, CFX shall have the option to recommend to the BANK that it would like to amend, delete or replace the provider armored car component of the Scope of Services. ~~The Bank shall include this provision in any subcontract for armored car services.~~”

8. **Section 13, Governing Law**, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

“This Agreement shall be construed and enforced in accordance with the applicable laws of the United States ~~according to and~~ the Laws of the State of Florida.”

9. **Section 17, Assignment**, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

“Either party may assign the contract with the other party’s consent, which consent will not be unreasonably withheld or delayed; however, that Bank may assign the Agreement without consent in connection with a merger, acquisition, or corporate restructuring involving Bank. ~~Neither party shall assign this Agreement or any interest herein, or delegate any of its duties hereunder, without the other party’s prior written consent. It is agreed by CFX, with the consent of CFX, that the Bank may delegate certain services to be provided through independent contractors.~~”

10. **Section 19, Inspector General**, is hereby amended by adding the text that is underlined as follows:

“The BANK understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. Any such investigation, audit, inspection, review, or hearing is subject to BANK’s record retention policy or five (5) fiscal years after the transaction is complete, whichever is greater, and will be at a mutually agreeable time and place, in accordance with BANK’s policies. The undersigned further agrees that any subconsultants and subcontractors to the undersigned

participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements. Notwithstanding the foregoing, this Section does not authorize any on-site access to any of BANK's data, systems, networks or facilities."

B. The following Agreement provision is hereby added:

1. Section 21, Public Records, provision is hereby added to the Agreement by adding the text that is underlined as follows:

"21. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.”

C. The following Exhibit “A”, Scope of Services, sections are hereby amended:

1. **Item II, B., Item 2**, Second Paragraph is hereby amended by deleting the text that is stricken as follows:

~~“Each armored car service employee shall be appropriately uniformed for identification purposes and carry an identification card that will be presented to CFX employee and/or designated representative upon request. The Contractor shall provide CFX with a master list of armored car service employees authorized to receive deposits. The master list shall be updated when necessary to reflect any changes in authorized personnel. As with all other traffic, armored car personnel are prohibited from making u-turns~~

anywhere on the System. For each instance in which an armored car driver makes a u-turn on the System, a fine of \$100 will be levied against the Contractor.”

2. **Item II, B., Item 12, d.**, is hereby amended by adding the text that is underlined as follows:

“iv. Credit will be provided same day on a best effort’s basis (i.e., for example, in the unlikely event of a force majeure as outlined in Provision 16 of the Agreement, the BANK may not be able to process same day). If the deposit is received after the delivery cutoff at the vault, the BANK will backdate the deposit to the proper credit date.”

3. **Item II, B., Item 12, f.**, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

~~“f. Failure of the Contractor-Bank to make toll collection account balances transfers in strict accordance with this schedule will result in the Contractor-Bank paying interest compensation to CFX in an interest amount equal to the average of the prior four week’s 13-week U.S. Treasury Bill Rates as published in the Wall Street Journal multiplied by the account balance and the number of days delinquent, providing CFX earnings credit compensation based on the proposed earnings credit rate of Targeted Fed Funds less 25 basis points. This indexed rate is good for the entire contract period. As interest rates increase CFX’s earnings credit rate will improve.”~~

4. **Item II, E., Reimbursement for Shortages**, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

~~“In the event that CFX ascertains through its coin vault audit program that coin vaults are being credited by the bank for an amount less than that counted by CFX, the Contractor shall reimburse to CFX the amount of shortage. The Contractor assumes full liability for sealed, coin vault contents after collection by the courier under contract to the Contractor. The Contractor is authorized to examine the audit program used by CFX to determine shortages for collections processed by the Contractor.~~
Bank will provisionally credit CFX’s Account for the currency shown on the deposit ticket enclosed in CFX’s deposit bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office’s cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after

Bank's office's cut-off time or on any non-Business Day. All deposits are subject to Bank's acceptance and verification. Bank will verify the currency in CFX's deposit bag either at a later time in Bank's office or when CFX's deposit bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) CFX's Account if Bank determines that the amount shown on CFX's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify CFX's deposit may vary, depending on the office to which CFX's deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed."

5. **Item II, F., Bank Internal Security**, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

- "1. ~~The Contractor shall allow authorized employees of CFX to visually inspect the internal security of the coin counting and teller area operations without prior notification by CFX. After such inspection, CFX will notify the bank, in writing, of any internal control weaknesses noted. The bank shall make every effort to correct valid internal control weaknesses within a five day period. Any request for visual inspection by CFX of Bank's coin counting and teller area operations will be accommodated by the bank, and will not be unreasonably delayed or withheld by the Bank, subject to Bank's record retention policy and will be at a mutually agreeable time and place, in accordance with Bank's policies. Notwithstanding the foregoing, this Section does not authorize any on-site access to any of Bank's data, systems, networks or facilities unrelated to CFX.~~
2. ~~CFX shall be notified within ten (10) business days if any employees involved in the processing of CFX monies are disciplined, fired, charged with or convicted of a crime. Per Bank policy, the Bank is not able to share if any employees involved in the processing of CFX monies are disciplined, fired, charged with or convicted of a crime."~~

- D. Except as expressly amended hereby, all the remaining provisions of the Agreement and all the remaining sections of Exhibit "A", Scope of Services shall remain in full force and effect.

AMENDMENT NO. 1

Contract Name: CFX Banking Services

Contract No.: 001496 Project No.: N/A

This Amendment No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature] 5/23/1
Director of Procurement

WELLS FARGO BANK, N.A.

By: Todd Murky
Print Name: Todd Murky
Title: SVP
Attest: [Signature] (Seal)
(Secretary or Notary)



Approved as to form and execution, only.

Joseph J. Cassiata
General Counsel for CFX

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
WELLS FARGO, N.A.**

CFX BANKING SERVICES

CONTRACT NO. 001496

**CONTRACT DATE: APRIL 11, 2019
CONTRACT AMOUNT: \$4,402,000.00**

CFX BANKING SERVICES

CONTRACT NO. 001496

APRIL 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
Agreement	C-1 to C-11
Scope of Services	A-1 to A-16
Method of Compensation	B-1
Addendum No. 1	
Addendum No. 2	
Potential Conflict Disclosure Form	1-8

Attached compact disk contains the following and are incorporated herein

Technical Proposal	1 to 234
Price Proposal	1 to 14

CFX Banking Services Agreement
Agreement No. 001496

Table of Contents

Section 1. Purpose and Effect of this Agreement: Delineation of Banking Services.....	1
Section 2. Controlling Provisions.....	2
Section 3. Services to be Rendered.....	2
Section 4. Compensation for Services.....	3
Section 5. Representations, Warranties and Covenants.....	3
Section 6. Indemnification.....	4
Section 7. Limitation of Liability.....	5
Section 8. Term and Termination.....	6
Section 9. Changes.....	6
Section 10. Equal Employment Opportunity; Non-discrimination.....	7
Section 11. Waiver.....	7
Section 12. Severability.....	8
Section 13. Governing Law.....	8
Section 14. Attachments.....	8
Section 15. Notices.....	8
Section 16. Force Majeure.....	9
Section 17. Assignment.....	9
Section 18. Jurisdiction.....	9
Section 19. Inspector General.....	9
Section 20. Public Entity Crime Information and Anti-Discrimination Statement.....	10

CFX BANKING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 11th day of April, 2019, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and WELLS FARGO BANK, National Association a national banking association (the "Bank"), registered and authorized to do business in the State of Florida, whose principal address is 800 n. Magnolia Avenue, Seventh Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, CFX issued its Requests for Proposals for Banking Services on February 10, 2019 (the "RFP"), to solicit proposals to serve as CFX's primary relationship bank; and

WHEREAS, the Bank responded to the RFP by submitting its Technical and Price Proposal for Banking Services dated March 11, 2019 (the "Proposal"), which Proposal was duly accepted by CFX as the most favorable proposal submitted; and

WHEREAS, the Bank shall be providing banking services to CFX under the terms of this Agreement, the Scope of Services and the Proposal (hereinafter sometimes collectively called the "Contract").

WHEREAS, although the Scope of Services and the Proposal address in some detail the banking services to be provided, there are a number of operational issues not addressed by either the Scope of Services or the Proposal which the parties desired to address;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CFX and the Bank hereby covenant and agree as follows:

Section 1. **Purpose and Effect of this Agreement: Delineation of Banking Services**

The banking services to be provided to CFX by the Bank shall consist of:

- (a) Each of the specific requirements, terms and conditions set forth in the Scope of Services and any addenda thereto, which are hereby incorporated by reference in its entirety; and
- (b) Each of the services, terms and conditions set forth in the Proposal, which is hereby incorporated by reference in its entirety; and

- (c) Unless the context requires otherwise, all references to “this Agreement,” and use of the terms “herein,” “hereby,” “hereof,” “hereto,” “hereunder” and the like shall be deemed to include the Scope of Services, the Proposal, this Agreement and addenda.

Section 2. Controlling Provisions

Except as otherwise specifically provided in Section 6 hereof, in the event of any conflict between the specific provisions of this Agreement or any of the Exhibits hereto, and the requirements or provisions of the Scope of Services and/or Proposal, the requirements or provisions of the latter documents shall control. In circumstances of a conflict between the Proposal and Scope of Services, the Scope of Services shall prevail. Wherever possible, the provisions of all documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. It is the intention of the parties that the Exhibits hereto set forth the day-to-day operational procedures to be complied with in connection with CFX’s ordering of and the Bank’s provision of specific banking services covered by the Proposal. If CFX elects to use any of the Bank’s services not set forth in the Proposal, or the Bank, in the normal course of its business, develops specific service agreements in the future for banking services requested by CFX (in addition to those covered by the Exhibits hereto), the parties will execute specific service agreements with respect thereto in form and substance reasonably acceptable to the parties. Such agreements shall be deemed to be part of and subject to this Master Banking Services Agreement, whether or not so stated in such service agreement.

Section 3. Services to be Rendered

- (a) The Bank shall provide CFX with the banking services set forth in the Proposal, as more fully defined herein. With respect to CFX’s depository demand deposit accounts, CFX funds collected daily shall be deposited in the accounts as described in the Scope of Services on the same day. Checks deposited shall be available as outlined in the Bank’s Proposal if deposited in the Bank before it normally closes its transactions for the day, which is currently 2:00 p.m.
- (b) CFX will attempt to limit the number of bank accounts maintained with the Bank; however, where legal requirements dictate, separate bank accounts will be maintained with the Bank. If CFX uses services not requested in the Scope of Services, the Bank reserves the right to charge for those services in accord with its current published charges for said services.
- (c) In rendering the services requested in the Scope of Services, the Bank shall be responsible for compliance with all licensing agreements and the payment of all costs for licensing fees and royalties for all software, intellectual property

and other protected or copyrighted materials or hardware used or provided in connection with its performance under this Agreement, and shall be further responsible for any costs, damages, claims or liabilities arising from the violation of any license agreement, copyright, trademark or other protection of property.

- (d) If, during the life of this Agreement and any renewals hereof, the Bank desires to subcontract any portion(s) of the services to a subcontractor that was not disclosed by the Bank to CFX at the time that the contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the Bank shall first submit a request to CFX's Chief Financial Officer for authorization to enter into such subcontract. Except in the case of an emergency, as determined by CFX's Executive Director or his/her designee, no such subcontract shall be executed by the Bank until it has been approved by CFX Board. In the event of a designated emergency, the Bank may enter into such a subcontract with the prior written approval of CFX's Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

Section 4. Compensation for Services

The not-to-exceed contract amount for the initial three-year term of this Agreement will be \$4,402,000.00. The Bank will prepare a monthly billing for services rendered in accordance with the Method of Compensation and Price Proposal. No other charges will be billed to CFX without prior and specific written authorization from CFX's Chief Financial Officer or Executive Director.

Section 5. Representations, Warranties and Covenants

- (a) The Bank represents and warrants to CFX it has full power and authority to enter into this Agreement and fully perform its obligations hereunder without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it. Assuming the due authorization, execution, delivery, legality and enforceability hereof by or against CFX when executed and delivered by the parties, this Agreement will constitute a valid and binding agreement of the Bank, enforceable against it in accordance with its terms, subject only to the application of general principles of equity and limitations arising from bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally.
- (b) The Bank has not employed or retained any person employed by CFX to solicit or secure this Agreement and it has not offered to pay, paid, or agreed

to pay any person employed by CFX any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

- (c) The Bank is aware of the conflict of interest laws and policies of CFX, and the State of Florida, and covenants that it, the Bank, will fully comply in all material respects with the terms thereof.
- (d) CFX represents and warrants to the Bank it has full power and authority to enter into and perform all of its obligations under this Agreement without the need for any further bids, notices or other actions by Board or any other governmental authority. When executed and delivered by the parties, this Agreement will constitute a valid and binding agreement of CFX, enforceable against it in accordance with its terms, subject only to the application of general law and principles of equity and limitations arising from bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally. CFX further represents and warrants to the Bank it has authorized CFX's Executive Director, Chief Financial Officer or persons designated by them in writing, to execute and deliver documents to the Bank as necessary hereunder or reasonably deemed appropriate by such officials to affect the transactions contemplated hereby. CFX acknowledges and agrees the Bank is fully authorized and directed to accept orders, requests and authorizations from such officials on CFX's behalf in connection with the implementation or provision of any of the banking services covered by the Proposal. Such authorization and direction shall not be deemed to prohibit or preclude the Bank from relying upon actions or requests of other CFX personnel so long as the Bank reasonably believes, in good faith, that such persons have been authorized in writing to act on behalf of CFX or by any of such officials.
- (e) At the request of the Bank, CFX agrees to cause its designated officials or their designees to execute such signature cards and other signature and identification verification documents as the Bank deems reasonably necessary for purposes of establishing appropriate security measures in connection with the banking services to be provided hereunder.

Section 6. Indemnification

- (a) The Bank shall indemnify and save harmless CFX, its agents and employees from or on account of any losses or damages resulting from any breach of fiduciary duty committed during or on account of any operations connected with this Agreement or by any act of negligence in connection with the same; or by or on account of any negligent act or omission of the Bank or its subcontractors, agents, servants or employees. The Bank further agrees to indemnify and save harmless CFX, its agents or employees against any claims or liability arising from or based upon the violation of any federal, state, or

county laws, by-laws, ordinances or regulations by the Bank, its agents, servants or employees.

- (b) To the extent of the monetary limits allowed pursuant to Section 768.28(5), Florida Statutes, CFX shall indemnify and save harmless the Bank, (its directors, officers, employees and agents) from or on account of any losses or damages resulting from any breach of this Agreement by CFX, or arising from the negligent acts or omissions of CFX or its employees acting within the scope of their employment.
- (c) If CFX desires to invoke the foregoing indemnity provisions (the "Indemnitee") against the Bank (the "Indemnitor"), the Indemnitee shall provide written notice to the Indemnitor within a reasonable time after discovery of the facts allegedly entitling it to indemnification hereunder, specifying in such notice the relevant facts and circumstances and requesting indemnification as provided herein. The Indemnitor shall defend at its own expense, or at the Indemnitee's option provide for such defense of, any and all claims of liability in all suits and action of every kind and description that may be brought against the Indemnitee which may result from the negligent actions or omissions under this Agreement by the Indemnitor, its employees or agents, as described in subsection (a).
- (d) If the Bank desires to invoke the foregoing indemnity provisions (the "Indemnitee") against CFX (the "Indemnitor"), the Indemnitee shall provide written notice to the Indemnitor within a reasonable time after discovery of the facts allegedly entitling it to indemnification hereunder, specifying in such notice the relevant facts and circumstances and requesting indemnification as provided herein. The Indemnitor shall defend at its own expense, or at the Indemnitee's option provide for such defense of, any and all claims of liability in all suits and action of every kind and description that may be brought against the Indemnitee which may result from the negligent actions or omissions under this Agreement by the Indemnitor, its employees or agents, as described in subsection (b).

Section 7. Limitation of Liability

Notwithstanding any other term or provision of this Agreement, neither CFX nor the Bank shall in any event be liable to the other for any amount in excess of the actual loss sustained by the injured party, and in no event shall either CFX or the Bank ever be liable hereunder or in any action in tort arising out of the services or relationship to be provided or established hereunder for any indirect, special, incidental, punitive or consequential loss or damage of any kind, including lost profits or opportunities or damage to reputation (whether or not advised of the possibility thereof) arising or allegedly arising therefrom. Actual loss shall include associated lost interest earnings calculated at the then applicable Federal Funds Rate.

Section 8. Term and Termination

- (a) This Agreement shall have a term of three (3) years, commencing as of June 1, 2019 and ending at 11:59 p.m., on May 31, 2022. CFX shall have the right to exercise a maximum of two (2) additional one-year renewals to the term of this Agreement by providing written notice to the Bank. CFX may give written notice to the Bank prior to the expiration of the then current term of its election not to have this Agreement so renewed.
- (b) The Bank agrees to maintain the banking relationship with CFX in accord with the terms of the Agreement or any extension for a period of six months from the date of expirations of the Agreement or of any extension period or upon written notice by CFX to close CFX's remaining accounts, whichever comes first. During this six-month period following the expiration of the Agreement or any extension period, CFX shall pay a monthly service charge for banking services based upon the pricing for banking services contained in the Proposal or made applicable to any extension period.
- (c) Either party may terminate this Agreement upon one hundred twenty (120) days advance written notice to the other, which notice must be signed by an authorized officer of the terminating party.
- (d) If either party does not comply with terms of this Agreement, non-defaulting party may give written notice of default to the defaulting party of the specific default. If the default(s) is/are not corrected within thirty (30) days, this Agreement (including the Scope of Services and Proposal) may be terminated thirty (30) days from the written notice of default, by the non-defaulting party.
- (e) In event of a termination under paragraphs (c) or (d) above, the Bank shall only be entitled to applicable fees and charges through the effective date of such termination. Termination of this Agreement, with or without cause, shall result in the simultaneous termination of all other banking services agreements referred to in Section 2 herein. However, any individual service agreement may be terminated separately and severally without affecting the continued enforceability of provisions of this Agreement or any non-terminated service agreements.

Section 9. Changes

- (a) CFX may, from time to time, request changes in the scope of services performed by the Bank hereunder. Such changes, which are mutually agreed upon by CFX and the Bank, shall be incorporated in written amendments to this Agreement.

- (b) The parties agree to undertake an annual review of the armored car component of the Scope of Services to determine if services can be provided more economically. The parties specifically agree that no later than thirty (30) days prior to the expiration of each one-year anniversary of the term of this Agreement, CFX shall have the option to amend, delete or replace the provider armored car component of the Scope of Services. The Bank shall include this provision in any subcontract for armored car services.
- (c) The fees and charges set forth for the services to be provided to CFX will begin on the date the Agreement is signed, shall not be increased for a period of three (3) years after commencement of the term of this Agreement. After the three-year period, the Bank will give CFX four (4) months prior written notice before increasing or adding any fees; provided, however, fees in years four and five may not be increased by an amount greater than the Consumer Price Index (CPI) for all urban consumers over the last year of the initial three-year period.

Section 10. Equal Employment Opportunity; Non-discrimination

The Bank will not discriminate against any employee or an applicant for employment because of race, color, religion, sex, national origin or handicap. The Bank shall take affirmative action to ensure that applicants are employed (and that employees are treated fairly during employment) without regard to race, color, religion, sex, national origin or handicap.

Such action shall include, but not be limited, to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

The Bank shall keep such records and submit such reports concerning racial and ethnic origin of applicants for employment and employees as the Secretary of Labor of the United States requires. The Bank agrees to comply with such rules, regulations and guidelines as the Secretary may issue to implement these requirements. Both Parties shall comply with all applicable laws, ordinances and codes of Federal, State and local governments applicable to that Party.

Section 11. Waiver

No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

Section 12. Severability

If any provisions, paragraphs, sentences, words or phrases contained in this Agreement are determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary to conform with such laws, and to the extent they cannot be so modified, then same shall be deemed severable. In either event, the remaining terms and provisions in the Agreement shall remain unmodified and in full force and effect.

Section 13. Governing Law

This Agreement shall be construed and enforced according to the Laws of the State of Florida.

Section 14. Attachments

The following documents are attached hereto and incorporated by reference herein:

- A. Scope of Services
- B. Method of Compensation
- C. Technical Proposal
- D. Price Proposal
- E. Potential Conflict Disclosure Form

Additional service agreements may be added from time to time as mutually agreed upon by the parties.

Section 15. Notices

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

Central Florida Expressway Authority
Chief Financial Officer
4974 ORL Tower Road
Orlando, FL 32807

Wells Fargo, NA
Mr. Todd Morley
800 N. Magnolia Avenue, Seventh Avenue
Orlando, Florida 32803
Todd.morley@wellsfargo.com

All notices shall be deemed delivered when received.

Section 16. **Force Majeure**

CFX agrees the Bank shall have no responsibility or liability for delay in its performance under this Agreement or any losses arising out of delays and/or interruptions of business due to acts of God, acts of government authority, acts of public enemy of war, riots, civil disturbances, power failure, telecommunications failure, severe adverse weather conditions or other causes beyond the Bank's reasonable control. This time, if any, required for such performance under this Master Agreement shall be automatically extended during the period of such delay or interruption.

Section 17. **Assignment**

Neither party shall assign this Agreement or any interest herein, or delegate any of its duties hereunder, without the other party's prior written consent. It is agreed by CFX, with the consent of CFX, that the Bank may delegate certain services to be provided through independent contractors.

Section 18. **Jurisdiction**

The parties hereto agree that the state or federal courts located in the State of Florida shall have the exclusive jurisdiction over the parties and the subject matter of any litigation between the parties arising hereunder. Venue shall lie solely in Orange County, Florida.

Section 19. **Inspector General**

The Bank understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

Section 20. **Public Entity Crime Information and Anti-Discrimination Statement**

The Bank hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

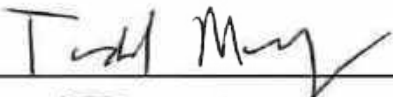

The Bank further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below. This Contract was awarded by CFX's Board of Directors at its meeting on April 11, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement
Date: 5/28/2019

WELLS FARGO BANK, N.A.

By: 
Print Name: Todd Moly
Title: SUP
Attest: 
Name & Title: Vanessa Donovan, Officer
Date: 5-23-19

Approved as to form and execution, only,


General Counsel for CFX

EXHIBIT "A"
SCOPE OF SERVICES
BANKING SERVICES
CONTRACT NO. 001496

Table of Contents

- I. INTENT..... 1
- II. CONTRACTOR SERVICES..... 1
 - A. General Banking Services..... 1
 - B. Toll Collection Revenue Services..... 3
 - C. Miscellaneous..... 13
 - D. Subcontracts..... 13
 - E. Reimbursement for Shortages..... 14
 - F. Bank Internal Security..... 14
 - G. Documentation..... 14
 - H. Correspondence..... 15

EXHIBIT "A"
SCOPE OF SERVICES
BANKING SERVICES
CONTRACT NO. 001496

I. INTENT

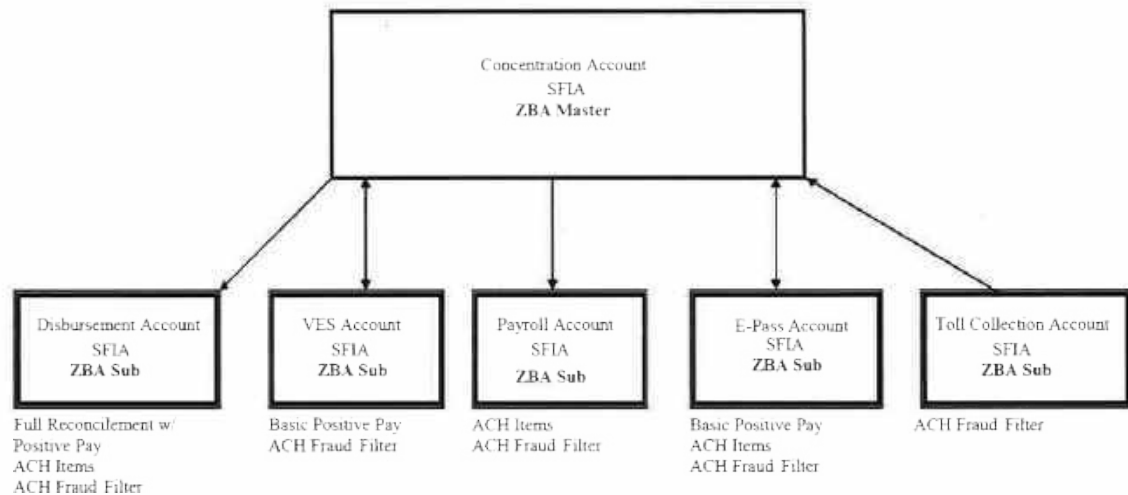
This Scope of Services specifies the comprehensive banking services, including toll revenue collections, required by CFX. Services to be provided by the Banking Services Contractor (Contractor) shall include, but are not necessarily limited to, deposit processing, deposit verification, toll revenue collection services, return item processing, electronic reporting, wire transfers, transaction research, disaster recovery and control, image processing, stop payments, overnight investments, courier service and armored car service.

II. CONTRACTOR SERVICES

A. General Banking Services

The Contractor shall provide the following general banking services:

1. Establish demand deposit accounts as may be necessary to meet CFX's banking requirements.
2. Provide zero balance accounts (ZBA). The concentration account will fund disbursements from these accounts automatically on a daily basis. Currently, the account structure will require at least the following accounts.



3. In Addition to the ZBA accounts, the following stand-alone account will be required (CFX may require additional accounts setup in the future).



Basic Positive Pay
ACH Items
ACH Fraud Filter

4. Disburse funds via repetitive wire transfer upon on-line request of an authorized person.
5. Accept and send ACH transactions on-line and provide on-line notification of ACH deposits same day. CFX currently sends ACH files over the internet.
6. Process direct deposit of employee payroll semi-monthly. All (approximately 70 employees) CFX employees currently participate in a direct deposit program.
7. Provide automated balance reporting services for all CFX accounts. Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers), and ACH credit and debit detail.
8. Provide on-line access to information on cleared and stop payment checks for all present and past accounts.
9. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Currently a typical balance of \$50,000,000 is available for overnight investment, but that number is subject to change.
10. Provide check reconciliation services. CFX currently uses partial reconciliation but may contemplate going to full reconciliation services in the future. In addition, the Contractor must be able to break down the cash collection by toll plaza.
11. Provide monthly activity statements and reports for all accounts. These statements shall include a monthly account analysis. The statement cutoff shall be the last day of the month. Statements shall be sent by no later than the 5th business day of the following month.

12. Provide the ability to place on-line stop pays. All stop payment orders will be made electronically. On rare occasions, it may be necessary to initiate a stop payment by telephone. When a stop payment order is placed, the bank shall immediately inform CFX electronically if the check has been cashed and provide an image of the cashed item. If not cashed, the bank shall provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than eighteen months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the bank after the above procedure has been adhered to will be the responsibility of the bank.
13. Provide the capability to receive check images on-line.
14. Provide on-line balance reporting information.
15. Provide Positive Pay and ACH fraud programs for CFX accounts and provide this information on-line.
16. Provide overdraft protection services. It is not the intention of CFX to overdraw any account. In the event of an overdraft, all checks presented for payment shall be paid. CFX's Chief Financial Officer or designee will confirm wires or ACH transfers that will result in an overdraft. The bank shall complete the wire/ACH transfer after confirmation. No service fee shall be charged to the CFX for overdrafts. Overdrafts will be covered in the following manner:

The amount of the overdraft is to be deducted from the respective account balance before calculating the overnight interest earnings. Reductions to the investable cash balances must be shown on the monthly investment activity statement.

B. Toll Collection Revenue Services

The Contractor shall provide the following toll collection revenue services:

1. Contractor shall provide bonded and insured armored car pickup of money for deposit and provide change as ordered by CFX's Toll Operations Contractor (TOC). The administration buildings of the CFX's toll facilities are located at the addresses listed below. In addition, a pickup of checks only will be required at the CFX's Administration and Operations Building located at 4974 ORL Tower Road, Orlando, Florida 32807.

Dean Main Toll Plaza

10500 East-West Expressway
Orlando, Florida 32825

Conway East and West Toll Plazas

5320 East-West Expressway
Orlando, Florida 32807
And
4901 East-West Expressway
Orlando, Florida 32807

Pine Hills Main Toll Plaza

4700 East-West Expressway
Orlando, Florida 32805

Hiawasse Main Toll Plaza

8302 East-West Expressway
Orlando, Florida 32835

Dallas Main Toll Plaza

12799 Beachline Expressway
Orlando, Florida 32833

Beachline Main Toll Plaza

12500 Beachline Expressway
Orlando, Florida 32832

John Young Main Toll Plaza

14200 Greenway
Orlando, Florida 32821

Boggy Creek Main Toll Plaza

13700 Greenway
Orlando, Florida 32824

Curry Ford Main Toll Plaza

5300 Greenway
Orlando, Florida 32829

University Main Toll Plaza

2600 Greenway
Orlando, Florida 32817

Independence Main Toll Plaza

4002 State Road 429
Winter Garden, Florida 34787

Forest Lake Toll Plaza

3170 State Road 429
Ocoee, Florida 34761

Coral Hills Toll Plaza

2415 State Road 414
Apopka, FL 32703

Nothing in this Scope of Services shall prevent the change of, or addition to, the pickup locations initially specified in this Contract.

2. The vehicle used for transport shall be an armored type vehicle suitably marked for identification. The vehicle shall be capable of holding a mobile cage, owned by the armored car carrier and used for transporting coin vaults. The cage is 32" wide, 48" long and 44" high with casters that add 10" to the height. The cage is capable of holding 40-coin vaults.

Each armored car service employee shall be appropriately uniformed for identification purposes and carry an identification card that will be presented to CFX employee and/or designated representative upon request. The Contractor shall provide CFX with a master list of armored car service employees authorized to receive deposits. The master list shall be updated when necessary to reflect any changes in authorized personnel. As with all other traffic, armored car personnel are prohibited from making u-turns anywhere on the System. For each instance in which an armored car driver makes a u-turn on the System, a fine of \$100 will be levied against the Contractor.

3. Armored cars shall pay the appropriate toll as they pass through any toll lane. A prepaid plan, or E-PASS, is available for the Contractor or its subcontractors, if desired. The cost for such toll charges will be presumed to be included in the Contractor's Price Proposal. Additionally, any Contractor travel that may be required for the performance of the work of the Contract shall be an unreimbursed expense of the Contractor.
4. The Contractor shall pickup deposits from the designated CFX Toll Facilities daily, seven days per week at a time that allows for delivery to the bank for same day deposit (excluding bank holidays). The initial armored car service schedule shall be Monday through Sunday, inclusive. The seventh day, when it is a Sunday, may be delivered to the bank on Monday. Pick up at CFX's Administration

and Operations Building shall be Monday through Friday excluding CFX holidays.

5. Upon arrival at the toll facility, the armored car employee shall enter the vault room accompanied by a Toll Service Supervisor for the following purposes:

- a. Opening the dual controlled, key/combination drop safe in conjunction with the Toll Service Supervisor using the master key provided by CFX for that purpose. Under unusual circumstances, the Contractor may be required to open the drop safe key lock for maintenance. CFX's Executive Director, or their designated representative, will be the only person to authorize this procedure.
- b. Participating in the weighing and recording of the weight of each coin vault. (Coin vaults are weighed not counted. Currency received is counted.)
- c. Picking up all of the plastic money bags and coin vaults. Each bag and vault shall be individually receipted for on the forms provided by CFX for that purpose.
- d. Contractor possession of plastic money bags and coin vaults takes place when the Contractor's personnel pick them up.

Contractor and all subcontractors shall comply with CFX's security procedures regarding access to CFX's buildings and safes. In addition, the Contractor shall be responsible for damages caused by the Contractor (or any subcontractor) to CFX's coin vaults and buildings due to negligence of the Contractor or any subcontractor.

6. Deposits for each day's collections shall include:

- a. Sealed plastic money bags, each containing a "Said to contain" deposit slip.
- b. Locked Coin Vaults which are to be weighed and logged by TOC employees and armored car personnel, respectively, at the time of pickup and in the presence of both armored car employees and a Tolls Supervisor.
- c. A copy of a separate Coin Vault Weighing Log for each day's collections.

- d. A bank transmittal form which lists the work date an individual bag and coin vault identification numbers for each day's collections and change orders.
7. CFX will provide the Contractor with master keys to the coin vaults and key-combination drop safes for each pickup location. Each pickup location shall be secured under dual controls at all times when not in use. Master keys shall not be placed in the possession of, or made available to, any employee other than the designee of CFX's Executive Director. Responsibility for the safety and security of the key resides solely with the Contractor once the Contractor has signed for the keys. Master keys shall not be duplicated under any circumstances and if a master key is damaged or lost CFX shall be notified immediately for replacement. If the Contractor loses a key, the Contractor shall be assessed the replacement cost of all coin vault locks or the re-keying costs of affected drop safes, as CFX deems appropriate.
8. Coin Vault Weighing Procedure
 - a. Each coin vault will be weighed by the armored car personnel in the presence of the TOC personnel and the results posted in the "Armored Car" columns of that workday's Coin Vault Weighing Log by the representative of CFX participating in the weighing.
 - b. Armored car personnel shall inspect coin vaults for obvious physical damage and shall have CFX's employee note damage on the "coin vault weight log" in the condition column.
 - c. Two copies of each day's signed Coin Vault Weighing Log shall be sealed in a dated manila envelope and delivered to the designated bank together with plastic money bags and coin vaults on the same day as they are picked up.
 - d. Prior to opening and counting of its contents, the Contractor shall weigh each coin vault and record the results on the Coin Vault Weighing Log. CFX will provide appropriate scales and maintenance.
 - e. After the "Bank" columns of the log are filled in as to individual weights and the times of weighing, each vault's weight, as shown in the "Armored Car" weight column, shall be compared with the "Bank" weight figure. If a difference in weights is discovered, {a difference in the

weight of a vault of 4 ounces (.25 pound) when dry and 8 ounces (.50 pound) when wet is allowable} the vault in question shall not be processed for deposit until the designee of CFX's Executive Director has been notified and permission to continue processing has been received. If no difference in weights is found, the bank shall complete the Coin Vault Weighing Log as to signature, date, time and condition.

- f. The completed log(s) shall be distributed as specified in Table 1 below. Once the weighing of a day's deposit has occurred, the counting and deposit process shall proceed as soon as possible.

9. Receipts

- a. The armored car service employee picking up the deposit shall be required to acknowledge receipt of the funds by signing for each numbered plastic money bag, each coin vault and each sealed and dated manila envelope on the bank transmittal form.
 - b. Each individual plastic money bag, coin vault and any other listed item must be receipted for by the armored car service employee, and any comments or refused items must be signed and dated by both the armored car employee and a Toll Service Supervisor. If a pickup is made of receipts from more than one day, a separate signature is required for each day's plastic money bags, coins vaults and sealed manila envelope.
 - c. The armored car service may use its own receipt form for internal control and billing purposes. However, control and responsibility for all collected revenues in the sealed coin vaults and Plastic money bags listed on the bank transmittal form (after being checked off and signed for by the armored car service employee) shall pass to the Contractor, either directly or indirectly, through its subcontractor.
10. Upon delivery to the bank, an authorized bank employee shall sign for each plastic money bag, each coin vault and each sealed and dated manila envelope (by number) on the bank transmittal form enclosed in the accompanying sealed manila envelope, noting the time of receipt. A separate signature is required for each day's plastic moneybags, coin vaults and manila envelope.

11. Responsibility for Bags and Vaults

- a. The Contractor assumes full responsibility for the safekeeping and delivery of each sealed and/or locked container and the contents therein. Such liability shall begin when the sealed or locked container is received and receipted for by the Contractor or subcontractor and shall end when the funds are transferred by or for CFX or, in the event that delivery cannot be made, until the container is returned to CFX or CFX's consignee and is receipted for by recipient.
- b. In the event of loss of any sealed and/or locked container, or any or all the contents therein, while in the possession of the Contractor or its subcontractor, the Contractor agrees, after receipt of proof of loss, to reimburse CFX for the full amount of such loss. Loss shall be defined as the value of the container, any additions to the container, and the contents therein as proved by documentation made available to representatives of the bank. If for any reason, representatives of the bank are not satisfied as to the documentation available, then "Contents" shall be defined as the average of the most recent seven-day's deposits recorded from a container(s) of like type collected from the same location as the container(s) in question. The bank shall not be liable for any delay in delivery caused by fire, strike, riot, war, insurrection, act of God, or other controlling cause not arising from the fault or negligence of the bank or its agent(s).
- c. The Contractor shall assume liability for damage or loss of the vaults, or their contents. CFX shall be reimbursed for all costs incurred for the repair or replacement of vaults. The costs for the repair or replacement price will be assessed to the Contractor in the event of damage, destruction or loss. All costs will be deducted from the Contractor's monthly invoice.
- d. The Contractor shall provide all plastic bags required at the plazas at no charge. Empty plastic bags shall be retained by the bank for ninety (90) days before destruction. Empty coin vaults shall be returned to the point of origin in the same condition as received, as soon as possible after the funds contained therein have been processed. It is especially critical that CFX receives coin vaults as soon as possible prior to holidays and/or weekends. It is the

Contractor's responsibility to ensure that the armored car service returns empty coin vaults on the next day basis, with the exception of the Conway East and West toll plazas which are to receive coin vaults back the same day. CFX will assess a penalty of \$25 per day, per vault on the Contractor for vaults that are not returned on a next day basis.

- e. The Contractor shall provide canvas bags at each plaza to hold coins in the plastic deposit bags

12. Handling of Toll Collection Funds

- a. The Contractor shall establish and maintain one Toll Collection depository account in the name of Central-Florida Expressway Authority. Each main toll plaza, as listed below, will have an encoded bank depository slip that identifies its location and name. All toll collection funds will be deposited into the Toll Collection depository account on the same day the funds are picked up from each main toll facility.

The titles of the bank deposit slips for each of the toll facilities are as follows:

1. Dean	9. Boggy Creek
2. Conway	10. Curry Ford
3. Pine Hills	11. Goldenrod*
4. Hiawassee	12. University
5. Dallas	13. Independence
6. Beachline Main	14. Forest Lake
7. Beachline Airport*	15. Coral Hills
8. John Young Parkway	

*Goldenrod and Beachline Airport deposits are vaults only and are picked up at the Curry Ford Plaza and Beachline Main Plaza.

The monthly statement for the account (reporting banking transactions on a calendar month basis) shall be distributed as specified in Table 1 below.

- b. Toll collection funds shall be credited to the appropriate depository account on the same day they are picked up by the armored car service. The Contractor shall ensure that the armored car service delivers all toll facility funds on the same day picked up at the toll facility and in sufficient time

to allow coin vault weighing, full processing of plastic money bags and coin vaults, and same day credit to the depository account. If toll collection funds are delivered on a Saturday or Sunday, all provisions concerning same day processing listed above shall apply. Credit for these funds shall be given effective the opening of the next weekday (excluding bank holidays). This provision in no way relieves the Contractor or its agent(s) from the responsibility to weigh (coin vaults) and count CFX's funds on the weekend-day picked up, if they are delivered to the bank on a weekend day or bank holiday. On the same day the day's receipts are processed, the Contractor shall notify the designee of CFX's Executive Director, of any individual toll collector's deposits which have an overage (or shortage) greater than three dollars (\$3.00). If, upon further investigation, it is agreed a debit or credit memo is required for the disputed amount, the debit or credit memo shall reference the original deposit and be sent to CFX's Headquarters or other location as designated by CFX's Executive Director as soon as possible.

- c. CFX may authorize changes in Contract terms from time to time as reflected by operational necessities. All such changes will conform to existing Contract terms and to all applicable statutes and guidelines regarding the establishment and maintenance of such Contract. The Executive Director's designee may authorize documented debit or credit memos for existing revenue deposits.
- d. If the Contractor is unable to provide credit according to the provisions specified herein, the following procedures shall apply:
 - i. CFX's account shall be credited the same day as the funds are picked up, based upon the average of the previous seven day's deposits from the same location(s), multiplied by the number of days work for which credit is not being provided in the normal manner.
 - ii. When the deposit is processed on the next working day, a matching debit shall be made, "washing" the credit based upon the seven-day average amount.
 - iii. CFX's account is credited, based upon the actual counting of CFX's funds by bank personnel. An

individual credit shall be made for each day's receipts received.

- e. The Contractor shall retain and prepare, at the bank, preprinted deposit slips for the Toll Collection Account. Unless specifically detailed in the price proposal, there shall be no itemized charges for ACH deposits, on-line services, preprinted deposit slips, checks, check deposits, additional statements, analyses, wire transfers, ACH fraud filter services, change orders, coin wrappers or other materials requested and/or used in administrative, audit or operational support of these accounts. CFX will assume that all such charges shall have been included in the bid price for these accounts. In addition, the Contractor shall be required to provide all applicable revenue deposit and verification information on electronic media compatible with CFX's PC-based computers. Two separate deposit slips for each of the main toll facilities, and fully automated data transmission(s) compatible with CFX's computer systems shall be prepared for each day's receipts (7 days each week):
 - i. First daily deposit slip for the facility shall be for that day's plastic money bags and an attached calculation shall list each individual plastic bag number, the actual total revenue counted in each bag, bank employee number and a validated total for all of the plastic money bags from that day. If there is insufficient room on the first deposit slip to list all required detail, by plastic money bag, a second deposit slip shall be attached.
 - ii. Second daily deposit slip for the facility shall be for that day's coin vaults and shall list each individual coin vault number, the actual total revenue counted in each coin vault, and a validated total for all of the coin vaults from that day.
 - iii. The automated daily data transmission(s) shall contain all deposit and verification data i.e. facility name, plastic money bag number, coin vault ID, coin vault weight, deposit revenue denomination counts, indicated revenue, pick up date, deposit date, supervisor number, etc. Data transmission(s) shall be in a fixed field formatted text file in

accordance with the record layout specification described in Appendix A and example.

- f. Failure of the Contractor to make toll collection account balances transfers in strict accordance with this schedule will result in the Contractor paying interest compensation to CFX in an interest amount equal to the average of the prior four week's 13-week U.S. Treasury Bill Rates as published in the Wall Street Journal multiplied by the account balance and the number of days delinquent.
13. The Contractor shall comply with the TOC's orders for change, currency and bags. Orders for change shall be processed on a same day basis. A list of authorized toll facility employees and preset order limits will be provided by the TOC. Employees on this list (within pre-established limits) will order change by telephone or electronically. Confirmation of the order will be noted on the same day or next morning's Receipt for Bank Transmittal Form at the time of delivery. Under no circumstances shall the armored car service release the change order to the toll facility unless an appropriate amount of currency is tendered in exchange at the time of delivery. Debiting of the revenue account for the purpose of filling change orders is specifically prohibited by trust indenture obligations of CFX.

C. Miscellaneous

1. Paper cash deposits are bundled in standard straps. Loose bills that do not complete a standard strap amount are wrapped with a rubber band.
2. CFX utilizes the electronic scanning of checks for most deposits. Checks written by CFX are printed in-house on blank check stock. CFX uses a MICR printer and checks are electronically signed by the printer.
3. The denomination of the currency deposited is required as part of the daily transmission for reconciliation purposes.

D. Subcontracts

The Contractor may subcontract with a reputable armored car service to provide the courier services required with prior approval of CFX. CFX shall be notified as soon as possible and, in no instance, less than three weeks prior to any change in armored car service. No change in armored car service shall take place without prior approval of CFX. Representatives of the Contractor, CFX, and the new armored car

company shall meet no less than two weeks prior to the contemplated effective date of the change of service by the new subcontractor to discuss transition and specific procedures and requirements of the Contract.

E. Reimbursement for Shortages

In the event that CFX ascertains through its coin vault audit program that coin vaults are being credited by the bank for an amount less than that counted by CFX, the Contractor shall reimburse to CFX the amount of shortage. The Contractor assumes full liability for sealed, coin vault contents after collection by the courier under contract to the Contractor. The Contractor is authorized to examine the audit program used by CFX to determine shortages for collections processed by the Contractor.

F. Bank Internal Security

1. The Contractor shall allow authorized employees of CFX to visually inspect the internal security of the coin counting and teller area operations without prior notification by CFX. After such inspection, CFX will notify the bank, in writing, of any internal control weaknesses noted. The bank shall make every effort to correct valid internal control weaknesses within a five-day period.
2. CFX shall be notified within ten (10) business days if any employees involved in the processing of CFX monies are disciplined, fired, charged with or convicted of a crime.

G. Documentation

1. The following documents shall be sent as indicated to the parties listed at addresses provided in Paragraph G., below:

Table 1

DOCUMENT	SENT TO	SCHEDULE
Master List of Armored Car Employees Authorized to Receive Deposits	Original to TOC Copy to CFX	48 Hrs. Prior to First Pickup
Coin Vault Weighing Log	Original to CFX & Copy to TOC	Each Business Day
Deposit Slips (Plastic money bags, coin vaults)	Original to CFX & Copy to TOC	Each Business Day

Daily transmission Deposit & Verification Data	CFX & TOC	Each Business Day
Bank Transmittal Form	Original to CFX & Copy to TOC	Each Business Day
Monthly Statements (Clearing Accounts)	CFX	Monthly

2. Copies of all records acknowledging separate receipt for the bags, vaults and manila envelope representing each day's collections shall be retained by the Contractor and made available to CFX for review upon request.

H. Correspondence

1. Courier Service

The Contractor shall, on a daily basis, provide for pickup by courier to the TOC's office at the following address:

AECOM
4974 ORL Tower Road
Orlando, Florida 32807

2. Mailing Addresses

- a. Official correspondence to CFX shall be sent to the following address, or as otherwise directed by CFX's Executive Director:

Central Florida Expressway Authority
Director of Accounting and Finance
4974 ORL Tower Road
Orlando, Florida 32807-9913

- b. Official correspondence to the TOC shall be addressed to:

Program Director
AECOM
4974 ORL Tower Road
Orlando, Florida 32807


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#19**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 28, 2022

SUBJECT: Approval of Contract Award to PFM Financial Advisors LLC for
Financial Advisor Services
Contract No. 001968

Request for Proposals (RFP) from qualified firms to provide financial advisor services was advertised on October 23, 2022. Two responses were received by the November 17, 2022 deadline. Those firms were Estrada Hinojosa & Company, Inc. and PFM Financial Advisors LLC.


The Evaluation Committee, after reviewing the technical proposals, met on November 28, 2022. The price proposals were then opened and scored. The combined scores for the technical and price proposals were calculated and the result is shown below:

<u>Ranking</u>	<u>Firm</u>	<u>Total Points</u>
1	PFM Financial Advisors LLC	95.50
2	Estrada Hinojosa & Company, Inc.	74.56

The work to be performed includes providing financial advisory services.

Board award of the contract to PFM Financial Advisors LLC in the amount of \$895,000.00 for a three year term with two one-year renewals is requested.

A portion of this contract is included in the OM&A Budget and a portion will be paid out of future bond issuances.

Reviewed by: 
Lisa Lumbard
CFO

RFP-001968 Evaluation Committee – November 28, 2022 Minutes

Evaluation Committee for **Financial Advisor Services; RFP-001968** held a duly noticed meeting on Monday, November 28, 2022, starting at 10:00 a.m. in the Pelican Conference Room at the CFX Administration Bldg., Orlando, Florida.

Committee Members:

Lisa Lumbar, Chief Financial Officer
Michael Carlisle, Director of Accounting and Finance
Marc Ventura, Manager of Accounting and Finance
Emily Rouse, Manager of Accounting and Finance

Other Attendees:

Aneth Williams, Director of Procurement
Brad Osterhaus, Sr. Procurement/QC Administrator

Evaluation Portion:

Mr. Osterhaus began the meeting with introductions of the Committee members and opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

<u>Proposer</u>	<u>Points</u>
PFM Financial Advisors LLC	90.50
Estrada Hinojosa & Company, Inc.	71.00

Pricing

Upon completion of the technical proposals scoring, the price proposals were opened and scored in accordance with the RFP requirements. These prices are based on the monthly retainer for three years plus planned bond issuances in 2023, 2024 and 2025.


<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
PFM Financial Advisors LLC	\$ 795,000.00	5.00
Estrada Hinojosa & Company, Inc.	\$ 1,117,000.00	3.56

Total Points and Rankings:

<u>Proposer</u>	<u>Avg.Tech.Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
PFM Financial Advisors LLC	90.50	5.00	95.50	1
Estrada Hinojosa & Company, Inc.	71.00	3.56	74.56	2

The Evaluation Committee recommends award of the Contract to the top ranked proposer, PFM Financial Advisors LLC. If the top ranked firm is unable to execute a contract, the recommendation of award will go to the second ranked proposer.

There being no further business to come before the Committee, the meeting was adjourned at 11:15 a.m. These are the official minutes of the Evaluation Committee meeting for RFP-001968 held Monday, November 28, 2022.

Submitted by:  _____
Aneth Williams, Director of Procurement

On behalf of the Evaluation Committee these minutes have been reviewed and approved by:

 _____
Lisa Lumbard, Chief Financial Officer

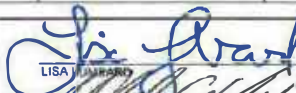
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
 FINANCIAL ADVISOR SERVICES
 RFP - CONTRACT NO. 001968


EVALUATOR	ESTRADA HINOJOSA & COMPANY, INC.		PFM FINANCIAL ADVISORS LLC	
	TECHNICAL	PRICE	TECHNICAL	PRICE
LISA LUMBARD	75		95	
MICHAEL CARLISLE	70		84	
MARC VENTURA	76		94	
EMILY ROUSE	63		89	
TOTAL	284		362	
AVG. TECH. POINTS	71.00		90.50	

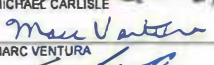
PRICE PROPOSAL SUMMARY		
PROPOSER	PROPOSAL AMOUNT	POINT VALUE
ESTRADA HINOJOSA & COMPANY, INC.	\$ 1,117,000.00	3.56
PFM FINANCIAL ADVISORS LLC	\$ 795,000.00	5.00


POINT TOTALS AND FINAL RANKING				
PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
ESTRADA HINOJOSA & COMPANY, INC.	71.00	3.56	74.56	2
PFM FINANCIAL ADVISORS LLC	90.50	5.00	95.50	1

Committee Members:


 LISA LUMBARD


 MICHAEL CARLISLE


 MARC VENTURA


 EMILY ROUSE

Monday, November 28, 2022

Monday, November 28, 2022

Monday, November 28, 2022

Monday, November 28, 2022

CONTRACT



AND

PFM FINANCIAL ADVISORS LLC

**FINANCIAL ADVISOR SERVICES
CONTRACT NO. 001968**

**CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: \$895,000.00**

**CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL,
AND POTENTIAL CONFLICT DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL, AND POTENTIAL
CONFLICT DISCLOSURE FORM**

FINANCIAL ADVISOR SERVICES

CONTRACT NO. 001968

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 19
Exhibit "A" Scope of Services	
Exhibit "B" Contractor Price Proposal	
Exhibit "C" Potential Conflict Disclosure Form	

CONTRACT

This Contract is made this 8th day of December 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and PFM Financial Advisors LLC, a Foreign Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 200 South Orange Avenue, Suite 760, Orlando, Florida 32801, hereinafter “the FINANCIAL ADVISOR.”

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a FINANCIAL ADVISOR to perform Financial Advisory Services and related tasks as may be assigned to the FINANCIAL ADVISOR by CFX; and

WHEREAS, on or about October 31, 2022, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and

WHEREAS, FINANCIAL ADVISOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The FINANCIAL ADVISOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit “A”** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the FINANCIAL ADVISOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other FINANCIAL ADVISORS or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by FINANCIAL ADVISOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide FINANCIAL ADVISOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.) If necessary, the Procurement Director may extend the term of the Contract to complete any pending tasks or assignments so long as it will not increase or require any further increases in the contract amount.

Either party shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, the party shall notify the other party (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. FINANCIAL ADVISOR will be paid for all work properly performed prior to termination. FINANCIAL ADVISOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If FINANCIAL ADVISOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the FINANCIAL ADVISOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If FINANCIAL ADVISOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from FINANCIAL ADVISOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the FINANCIAL ADVISOR's default (including the costs of completing Contract performance) shall be charged against the FINANCIAL ADVISOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the FINANCIAL ADVISOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, FINANCIAL ADVISOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit FINANCIAL ADVISOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due FINANCIAL ADVISOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by FINANCIAL ADVISOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to FINANCIAL ADVISOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the FINANCIAL ADVISOR or any employee, servant, or agent of the FINANCIAL ADVISOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the FINANCIAL ADVISOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the FINANCIAL ADVISOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the Initial Contract Term is \$895,000.00
- 3.2 Price Proposal attached hereto as **Exhibit "B"**, all of which shall be incorporated herein by reference.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the FINANCIAL ADVISOR’s performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by FINANCIAL ADVISOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) “Proposal Records” shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by FINANCIAL ADVISOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the FINANCIAL ADVISOR or any subcontractors. By submitting a response to the Request for Proposal, FINANCIAL ADVISOR and any subcontractors submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and FINANCIAL ADVISOR refuses such access or review, FINANCIAL ADVISOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of FINANCIAL ADVISOR. These provisions shall not be limited in any manner by the existence of any FINANCIAL ADVISOR claims or pending litigation relating to the Contract. Disqualification or suspension of the FINANCIAL ADVISOR for failure to comply with this section shall also preclude the FINANCIAL ADVISOR from acting in the future as a subcontractor of another FINANCIAL ADVISOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the FINANCIAL ADVISOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The FINANCIAL ADVISOR shall permit CFX, at CFX’S option, to perform or have performed, an audit of the records of the FINANCIAL ADVISOR and any or all subcontractors ADVISORS to support the compensation paid the FINANCIAL

ADVISOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the FINANCIAL ADVISOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the FINANCIAL ADVISOR agrees that such amounts are due to CFX upon demand. Final payment to the FINANCIAL ADVISOR shall be adjusted for audit results.

FINANCIAL ADVISOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF FINANCIAL ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FINANCIAL ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," FINANCIAL ADVISOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the FINANCIAL ADVISOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, FINANCIAL ADVISOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if FINANCIAL ADVISOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of FINANCIAL ADVISOR or keep and maintain public records required by the public agency to perform the service. If FINANCIAL ADVISOR transfers all public records to the public agency upon completion of the contract, FINANCIAL ADVISOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FINANCIAL ADVISOR keeps and maintains public records upon completion of the contract, FINANCIAL ADVISOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by FINANCIAL ADVISOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), FINANCIAL ADVISOR shall immediately notify the CFX. In the event FINANCIAL ADVISOR has public records in its possession, FINANCIAL ADVISOR shall comply with the Public Records Act and FINANCIAL ADVISOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by FINANCIAL ADVISOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the FINANCIAL ADVISOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. FINANCIAL ADVISOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for FINANCIAL ADVISOR, to solicit or secure this Contract, and that FINANCIAL ADVISOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

FINANCIAL ADVISOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. FINANCIAL ADVISOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, FINANCIAL ADVISOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, FINANCIAL ADVISOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

In the performance of the Contract, FINANCIAL ADVISOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

FINANCIAL ADVISOR covenants and agrees that it and its employees, officers, agents, and subFINANCIAL ADVISORS shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

FINANCIAL ADVISOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of FINANCIAL ADVISOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. FINANCIAL ADVISOR INSURANCE

FINANCIAL ADVISOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. FINANCIAL ADVISOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

7.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by FINANCIAL ADVISOR under this Agreement.

7.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident; applicable only if vehicles are utilized.

7.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

7.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

7.5 **Professional Liability.** Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the FINANCIAL ADVISOR. If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than four (4) years following Contract expiration, termination or cancellation.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. FINANCIAL ADVISOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by FINANCIAL ADVISOR hereunder, FINANCIAL ADVISOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit FINANCIAL ADVISOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to FINANCIAL ADVISOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the FINANCIAL ADVISOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If FINANCIAL ADVISOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at FINANCIAL ADVISOR's expense and deduct such costs from FINANCIAL ADVISOR payments. Alternately, CFX may declare FINANCIAL ADVISOR in default for cause.

8. FINANCIAL ADVISOR RESPONSIBILITY

FINANCIAL ADVISOR shall comply with, and shall cause its employees, agents, officers and subcontractors ADVISORs and all other persons for whom FINANCIAL ADVISOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (v) compliance with the public records laws of Chapter 119, Florida Statutes.

9. INDEMNITY

FINANCIAL ADVISOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FINANCIAL ADVISOR and other persons employed or utilized by FINANCIAL ADVISOR in the performance of the contract.

Further, FINANCIAL ADVISOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the FINANCIAL ADVISOR, its subcontractors, officers, agents or employees, or due to any negligent or intentionally wrongful act or occurrence of omission or commission of the FINANCIAL ADVISOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

9.1 violation of same by FINANCIAL ADVISOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the FINANCIAL ADVISOR Property or FINANCIAL ADVISOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by FINANCIAL ADVISOR,

9.4 FINANCIAL ADVISOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 FINANCIAL ADVISOR's failure to include terms in its subcontracts as required by this Contract,

9.6 FINANCIAL ADVISOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 FINANCIAL ADVISOR's breach of any of the warranties or representations contained in this Contract.

FINANCIAL ADVISOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the FINANCIAL ADVISOR for performance of each task authorized under the Contract is the specific consideration from CFX to FINANCIAL ADVISOR for FINANCIAL ADVISOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PRESS RELEASES

FINANCIAL ADVISOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the FINANCIAL ADVISOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by FINANCIAL ADVISOR; shall pay all charges, fees, royalties, and

taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

12. NONDISCRIMINATION

FINANCIAL ADVISOR, its employees, officers, agents, and subFINANCIAL ADVISORs shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

13. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the FINANCIAL ADVISOR is the level of expertise, knowledge and experience possessed by employees of FINANCIAL ADVISOR, particularly the individuals listed below, hereinafter “Key Personnel.”

Name and Title of Key Personnel

David Miller, Managing Director

Brent Wilder, Managing Director

Hope Scarpinato, Director

Brad Guilmino, Director

Xiaoyun Li, Analyst

and FINANCIAL ADVISOR’s covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, FINANCIAL ADVISOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, FINANCIAL ADVISOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

FINANCIAL ADVISOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by FINANCIAL ADVISOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, FINANCIAL ADVISOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by FINANCIAL ADVISOR hereunder. FINANCIAL ADVISOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, FINANCIAL ADVISOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The FINANCIAL ADVISOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

14. NOTIFICATION OF CONVICTION OF CRIMES

FINANCIAL ADVISOR shall notify CFX if any of FINANCIAL ADVISOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

15. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

FINANCIAL ADVISOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, FINANCIAL ADVISOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. SUBLETTING AND ASSIGNMENT

CFX has selected FINANCIAL ADVISOR to perform the Services based upon characteristics and qualifications of FINANCIAL ADVISOR and its employees and the subcontractors listed below.

List of Subcontractors

None

Therefore, FINANCIAL ADVISOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the FINANCIAL ADVISOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by FINANCIAL ADVISOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, FINANCIAL ADVISOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the FINANCIAL ADVISOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the FINANCIAL ADVISOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the FINANCIAL ADVISOR until it has been approved by CFX Board. In the event of a designated emergency, the FINANCIAL ADVISOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

17. DISPUTES

All services shall be performed by the FINANCIAL ADVISOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

18. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

20. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

FINANCIAL ADVISOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a FINANCIAL ADVISOR, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

FINANCIAL ADVISOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a FINANCIAL ADVISOR, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

21. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay FINANCIAL ADVISOR for work properly performed and materials furnished at the prices submitted with the Proposal.

22. RELATIONSHIPS

FINANCIAL ADVISOR acknowledges that no employment relationship exists between CFX and FINANCIAL ADVISOR or FINANCIAL ADVISOR's employees. FINANCIAL ADVISOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. FINANCIAL ADVISOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

FINANCIAL ADVISOR shall conduct no act or omission that would lead FINANCIAL ADVISOR's employees or any legal tribunal or regulatory agency to believe or conclude that FINANCIAL ADVISOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

23. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If FINANCIAL ADVISOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, FINANCIAL ADVISOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

24. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The FINANCIAL ADVISOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Payment to FINANCIAL ADVISOR for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of FINANCIAL ADVISOR's employees with respect to any successor of FINANCIAL ADVISOR; and

25.4 Obligations upon expiration or termination of the Contract; and

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 Immediately upon expiration or termination of this Contract FINANCIAL ADVISOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of FINANCIAL ADVISOR who performed work under the Contract; and

26.2 FINANCIAL ADVISOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

27. INSPECTOR GENERAL

FINANCIAL ADVISOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

28. ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

29. E-VERIFY

FINANCIAL ADVISOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the FINANCIAL ADVISOR during the term of the contract. FINANCIAL ADVISOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

30. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the FINANCIAL ADVISOR to that effect.

31. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief Financial Officer

Copy to: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

FINANCIAL ADVISOR: PFM Financial Advisors LLC
200 South Orange Avenue, Suite 760
Orlando, Florida 32801
ATTN: David Miller, Managing Director

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Price Proposal
Exhibit "C" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 08, 2022.

ACCEPTED AND AGREED TO BY:

PFM FINANCIAL ADVISORS LLC

By: _____

Title

ATTEST: _____(Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

Exhibit “A”
Scope of Services

EXHIBIT "A"

SCOPE OF SERVICES FINANCIAL ADVISOR SERVICES CONTRACT NO. 001968

This Scope of Services covers the entire spectrum of services customarily provided to governmental entities by financial advisors, but may generally be divided into three groups: services related to financial planning, services related to debt issuance, and special services. The services provided should include, but need not necessarily be limited to, the following:

1. SERVICES RELATED TO FINANCIAL PLANNING

In consultation with CFX's staff and various consultants, the Financial Advisor will design and monitor the plan of finance for CFX's capital improvement plan. The plan will include, but will not be necessarily limited to, the following:

- A. An overall evaluation of the legal structure and all financing sources presently available to CFX, including, but not limited to, internally generated funds, debt financing, leasing, federal or state grants, private sources, and various combinations of all these sources.
- B. A comprehensive analysis of CFX's current debt and financial capacity.
 - 1. This analysis includes a long-term financial feasibility analysis for each significant capital improvement project contained in CFX's plan for which financing must be considered. Implicit in this analysis is an evaluation of the impact of the operating costs of these improvements upon the financial capacity of CFX.
 - 2. The financial advisor should also review all indebtedness of CFX presently outstanding, and provide recommendations relative to the refinancing or early retirement of said obligations.
- C. Provide an analysis of all available financing options.
 - 1. As stated previously, this analysis should not be limited to a consideration of which type of debt should be issued to finance a particular project, but should also consider whether or not a financing alternative to debt exists.

2. In the event that the issuance of debt is determined to represent the most viable financing alternative, this analysis should include recommendations as to the structure of the debt and any variations that would be appropriate for and advantageous to CFX.
- D. Recommendations as to the need for short or intermediate term financing prior to or in conjunction with long term financing, as appropriate.
- E. Recommendations as to possible changes in or additions to the existing financial resources and legal structures.
- F. Advice on terms and features of bonds and on timing and marketing of bond issues.
- G. Providing CFX with assistance in the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.
- H. Performance of other related services as required related to the development of a financing plan.

2. SERVICES RELATED TO DEBT ISSUANCE

The Financial Advisor shall, as requested, provide the following services in conjunction with the issuance of debt instruments by CFX:

- A. Prepare a Debt Financing Structure. This is a complex function, which will generally consist of, but need not necessarily be limited to, development of the following structural components:
 1. Establishment of sizing parameters for the debt to be issued, taking into consideration both the cash flow requirements associated with the capital improvements being financed, as well as reinvestment yields estimated to be available during the term of the project.
 2. Determination of maturity schedule for the proposed debt.

This evaluation should take into account the estimated useful life of the project to be constructed utilizing the proceeds of the debt, as well as future demands upon the funds pledged for the repayment of the debt. Functionally related to the proposed maturity schedule is a determination of whether or not to use exclusively serial instruments or an appropriate combination of term and serial obligations.

3. Recommendation of an appropriate credit structure. One of the most critical elements in the design of any capital facility debt financing is a determination of source of funds to be used, to repay the debt, which is acceptable from the perspective of both the issuer and the purchaser. This evaluation will include recommendations as to appropriate primary as well as secondary revenue sources to be pledged for the repayment of the debt, and should also give serious consideration to the form of the pledge.
 4. Evaluate and recommend, where appropriate, the use of appropriate types of credit enhancements. This analysis should result in recommendations relating to, among other things, the use of bond insurance or letters of credit.
 5. Recommendations concerning the timing of the issuance of debt obligations to fund the improvements. This analysis includes an analysis not only of when to issue the debt to take advantage of the most favorable market conditions, but also should include a recommendation as to the desirability of utilizing interim financing techniques, such as bond or revenue anticipation notes.
 6. Advising and preparing analysis as to the advantages and disadvantages of a negotiated versus competitive sale of bonds. In the event that a negotiated sale is the preferred method, the financial advisor may be required to assist in the preparation of a request for proposals for underwriting services and in the selection process.
- B. Administer the Marketing and Sale of the Obligations.
Services provided in connection with this multi-task function will include the following:

1. Assist in the development of documentation prerequisite to the issuance of the debt. Included in the documents to be prepared, include, but may not be limited to, the following:
 - a. Resolutions authorizing the issuance and sale of the obligations
 - b. Official Statement and, when deemed necessary, Preliminary Official Statement relating to the sale of the obligations
 - c. Purchase Contract(s) between CFX and the purchasers of the obligations
 - d. Other additional documents and contracts relating to the sale and closing of the obligations.
2. Assist CFX and Bond Counsel in any validation proceedings, as necessary.
3. Prepare, and make presentations on behalf of CFX, to one or more of the nationally recognized credit rating organizations in order to obtain the highest possible credit rating for the obligations of CFX. This task envisions not only obtaining a rating for CFX, but also ensuring the maintenance of the ratings obtained, where possible.
4. Develop the broadest possible interest among potential purchasers of the obligations. Whether sold competitively or negotiated, this item contemplates an aggressive marketing campaign by the financial advisor in attracting either prospective bidders and preparing bid documents, in the case of a competitive sale, or prospective underwriters in the case of a negotiated sale. In either event the intent is to obtain the lowest possible cost of borrowing for CFX.
5. Oversee the actual sale and closing on the obligations issued, including a recommendation by the financial advisor to accept, reject, or renegotiate the proposals. This process typically includes verifying the spread and average interest cost calculations, expressing an opinion on the competitive character of the bids in light of current market conditions,

and evaluating the marketing effort required to sell the obligations.

6. Advising and preparing the financial analysis as to the advantages and disadvantages of cash debt service reserves versus surety arrangements, as applicable.
7. Advising and preparing the financial analysis as to the advantages and disadvantages of issuing insured versus uninsured bonds.
8. Prepare and updated schedules and distribution lists for each bond issuance and distribute to the working group.
9. Advising CFX as to the cost effectiveness of obtaining one or more ratings on its bond issues.
10. Assist CFX in the procurement of various types of professional services required in connection with the issuance of the obligations, including, but not limited to, the following:
 - a. Investment- Banking
(Underwriting) Services (negotiated-sale only)
 - b. Bond Counsel
 - c. Disclosure Counsel
 - d. Issuers Counsel
 - e. Printing Services
 - f. Bond Registration, Paying Agent and
Trustee services (if applicable)
 - g. Remarketing Agents
 - h. Bond Insurance and Surety Policies

- i. Verification Agents
- j. Rating Agency Services
- k. Other related services

It is intended that the inclusion of this responsibility within the Scope of Services provided by the Financial Advisor also envisions the post issuance evaluation by the Financial Advisor of the services so obtained.

- 11. Participate and assist in closings.
- 12. Present a written and oral report and summary conclusions on each bond issue to CFX staff, Finance Committee, and when requested, CFX Board after closing.
- 13. Provide an opinion as to the appropriateness and fairness of each bond issue including an evaluation of the underwriters' performance.
- 14. Perform other debt related services as required.
- 15. Provide continuing updates on the impact of current or proposed state or federal legislation, or the effects of changing market conditions, which could potentially affect the financing plans of CFX.

3. SPECIAL SERVICES

From time to time CFX may request other financial planning and/or general advisory services not described above. Such services may include, but may not necessarily be limited to the following:

- A. Modeling of revenue and expenditures and debt profile.
- B. Analysis of financing alternatives for specified programs or projects.
- C. Assist in the development of goals, objectives and criteria to be incorporated in a long-range comprehensive debt management system.

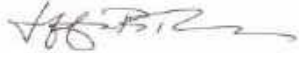
- D. Preparation of a rating agency program or presentation(s) not directly related to the issuance of debt.
- E. Assist in the evaluation of investment programs. This includes monitoring of escrow accounts and providing advice on restructuring where appropriate.
- F. Assistance in implementation of investment strategies including, but not limited to, forward rate agreements or escrow account restructuring. The Financial Advisor may prepare cash flow and yield calculations, assist in preparing procurement documents, negotiate or conduct competitive bidding for procurement of investments and generally advise on the structuring, timing and procurement of investments to implement a specific strategy. This may require coordination with CFX's Investment Advisor.
- G. Continuous program research – provide evaluations of CFX's debt structure and provide innovative or creative ideas for enhancing CFX's position (i.e., improving coverage, reducing debt load, reducing interest rate, reducing portfolio risk, removing restrictive covenants, etc.). This includes the monitoring and evaluation of unsolicited proposals received by CFX.
- H. Provide financial or economic impact of specific programs being considered or proposed.
- I. Attend CFX Board and Finance Committee meetings as required and other planning meetings.
- J. Provide other related services as required as it relates to financial planning and general financial advisory services.

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#20**

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti



DATE: October 26, 2022

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit materials as reviewed and accepted by the Central Florida Expressway Authority Audit Committee on October 26, 2022.

1. FISCAL 2023 INTERNAL AUDIT CHARTER
2. FISCAL 2022 RIGHT OF WAY AUDIT
3. FISCAL 2022 SECURE CODE REVIEW
4. FISCAL 2022 MICROSOFT CLOUD REVIEW

Reviewed by:



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit Charter

For the Fiscal Year Ending June 30, 2023

INTERNAL AUDIT CHARTER

Central Florida Expressway Authority Fiscal 2023 Internal Audit Department Charter

Mission and Purpose

The mission of internal audit is to provide CFX's Board with independent, objective assurance and consulting services designed to add value, improve CFX's operations, and enhance transparency. The purpose of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight into whether CFX resources are responsibly and effectively managed to achieve intended results. Internal audit helps CFX accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Standards and Professionalism

Internal audit will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Definition of Internal Auditing, the Code of Ethics, and International Standards for the Professional Practice of Internal Auditing.

The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as applicable to guide operations. In addition, internal audit will adhere to CFX's relevant policies and procedures and internal audit's standard operating procedures manual. Internal audit will report periodically to senior management and the Audit Committee regarding internal audit's conformance to the Code of Ethics and the Standards.

Authority

Internal audit is selected by the CFX Board, and reports to the Board through the Audit Committee. The role of internal audit may be filled by an outside firm that provides internal audit services to CFX on an outsourced basis. For administrative purposes, internal audit reports to the Chief Financial Officer. To establish, maintain, and assure that internal audit has sufficient authority to fulfill its duties, the Audit Committee will:

INTERNAL AUDIT CHARTER

Authority (continued)

- Approve the internal audit charter.
- Approve the risk-based audit plan.
- Approve the internal audit budget and resource plan.
- Receive communications on internal audit's performance relative to its plan and other matters.
- Make appropriate inquiries of management and internal audit to determine whether there is inappropriate scope or resource limitations.

Everything CFX does is subject to assessment by internal audit. The Board authorizes internal audit to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subject, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain the necessary assistance of personnel in units of the organization where they perform audits, as well as other specialized service from within or outside the organization, as approved by the Audit Committee.

Internal Audit Plan

At least annually, internal audit will submit to senior management and the Board an internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal/calendar year. Internal audit will communicate the impact of resource limitations and significant interim changes to senior management and the Audit Committee.

The internal audit plan will be developed based on a prioritization of audit universe using a risk-based methodology, including input of senior management and the Board. Internal audit will review and adjust the plan, as necessary, in response to changes in the organization's business, risks, operations, programs, systems, and controls. Any significant interim changes from the approved internal audit plan will be communicated to senior management and the Audit Committee through periodic activity reports.

INTERNAL AUDIT CHARTER

Independence and Objectivity

Internal audit will remain free of all conditions that threaten the ability of internal audit to carry out its responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If it is determined that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal audit will maintain an unbiased mental attitude that allows it to perform engagements objectively and in such a manner that it believes in the work product, that no quality compromises were made, and that internal audit does not subordinate its judgment on audit matters to others.

To ensure independence, internal audit has no direct responsibility or any authority over any of the activities or operations of CFX. Accordingly, internal audit will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal audit's judgment, including:

- Assessing specific operations for which internal audit had responsibility within the previous year.
- Performing any operational duties for the CFX or its affiliates.
- Initiating or approving transactions external to internal audit.
- Directing the activities of any CFX employee not employed by internal audit, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal audit.

Internal audit will disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties. Internal audit will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal audit will make a balanced assessment of all the relevant circumstances and take necessary precautions to avoid being unduly influenced by its own interests or by others in forming judgments.

Internal audit will confirm to the Audit Committee, at least annually, the organizational independence of internal audit. Internal audit will disclose to the Audit Committee any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

INTERNAL AUDIT CHARTER

Scope

Management is responsible for establishing and maintaining risk management, control, and governance processes. The scope of work of internal audit encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for CFX. Internal audit assessments include determining whether management's processes are adequate and functioning in a manner to ensure:

- Risks relating to the achievement of CFX's strategic objectives are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information and the means used to identify, measure, analyze, classify, and report such information are relevant, reliable and understandable.
- Employee, officer, director, and contractor actions comply with policies, standards, procedures, and applicable laws, regulations, and governance standards.
- Resources and assets are acquired economically, used efficiently, and adequately protected.
- Results of programs, plans, and operations consistent with established goals and objectives are achieved.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact CFX.
- Quality and continuous improvement are fostered in control processes.
- Significant legislative or regulatory issues are recognized and addressed properly.
- Means of safeguarding assets are adequate and, as appropriate, existence of such assets can be verified.
- Organization's risk management processes are effective.
- Quality of performance of external auditors and the degree of coordination with internal audit are appropriate.
- Specific operations are evaluated at the request of the Board or management, as appropriate.

Internal audit also considers relying upon the work of other internal and external assurance and consulting service providers as needed. Internal audit may perform advisory and related client service activities, the nature and scope of which will be agreed with CFX, provided internal audit does not assume management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

INTERNAL AUDIT CHARTER

Responsibility

Internal audit's responsibility includes, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the organization's stated goals and objectives. This includes:

- Ensuring each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Ensuring the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensuring internal audit collectively possesses or obtain the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensuring trends and emerging issues that could impact CFX are considered and communicated to senior management and the Audit Committee as appropriate.
- Ensuring emerging trends and successful practices in internal auditing are considered.
- Establishing and ensuring adherence to policies and procedures designed to guide internal audit.
- Ensuring adherence to CFX's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Ensuring conformance of internal audit with the IIA Standards, with the following qualifications:
 - If internal audit is prohibited by law or regulation from conformance with certain parts of the Standards, internal audit will ensure appropriate disclosures and will ensure conformance with all other parts of the Standards.
 - If the Standards are used in conjunction with requirements issued by other authoritative bodies, internal audit will ensure conformance with the Standards, even if internal audit also conforms with the more restrictive requirements of other authoritative bodies.

INTERNAL AUDIT CHARTER

Reporting and Monitoring

A written report will be prepared and issued by internal audit following the conclusion of each internal audit engagement and will be distributed as appropriate. Internal audit results will also be communicated to the Audit Committee.

Internal audit reports may include management's response and corrective action taken or to be taken regarding the specific findings and recommendations. Management's response, whether included within the original audit report or provided thereafter (i.e., within thirty days) by management of the audited area should include a timetable for anticipated completion of action to be taken and an explanation for any corrective action that will not be implemented.

Internal audit will be responsible for appropriate follow-up on engagement findings and recommendations and reporting periodically to senior management and the Audit Committee any corrective actions not effectively implemented. All significant findings will remain in an open issues file until cleared.

Internal audit will periodically report to senior management and the Audit Committee on internal audit's purpose, authority, and responsibility, as well as performance relative to its plan and conformance with the IIA's Code of Ethics. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the Audit Committee. Results of audit engagements and other activities, resource requirements, and any response to risk by management that may be unacceptable to CFX will be communicated periodically to the Audit Committee.

Quality Assurance and Improvement Program

Internal audit will maintain an internal quality assurance and improvement program. The program will include an evaluation of internal audit's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of internal audit and identifies opportunities for improvement.

Internal audit will communicate to senior management and the Audit Committee on internal audit's quality assurance and improvement program, including results of any internal assessments when they are completed.



RIGHT OF WAY AUDIT

June 2022

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

TABLE OF CONTENTS

Section Description	Page #
Executive Summary	
Overview	3
Objectives, Scope, and Approach	4
Summary of Observations	5
Observations	
Enhancement Opportunities	7
Appendix	
Appendix A: Procedures Performed	19

EXECUTIVE SUMMARY



Overview

Background

During fiscal year 2016, Internal Audit performed an audit of the Central Florida Expressway Authority's Right of Way policies and procedures surrounding the procurement of parcels and use of eminent domain. The 2016 audit included testing of land acquisition from a population of acquisitions for the Wekiva Parkway, dating back to 2014. While several major projects, including the Poinciana Parkway and Lake/Orange Connector, are expected to generate increased acquisition activity in the next fiscal year, as of the time of fieldwork for this project, May 2022, no significant acquisitions have been made for these major projects.

Given the expected increase in acquisition activity, the current review was designed to identify opportunities to improve and streamline processes supporting Right of Way acquisitions. This included examination of CFX's Property Acquisition, Disposition and Permitting Procedures Manual ("Right of Way Manual"), which provides structure and guidance for Right of Way activities. Internal Audit used the Right of Way Manual as the basis for a benchmarking exercise in which key CFX procedures were compared to those of a similar tolling agency and neighboring public entities. This review also included a review of processes surrounding the procurement of and use of legal counsel in Right of Way acquisitions and the processes and procedures supporting the treatment of invoices related to Right of Way acquisitions and legal counsel.

Objectives

The specific objectives of this audit were to:

- 1) Understand and assess the critical roles, responsibilities, and procedures around Right of Way acquisitions as defined in the Right of Way manual
- 2) Review the procedures and internal controls in place to procure Right of Way legal counsel
- 3) Evaluate the procedures and internal controls in place for reviewing invoices for Right of Way services

EXECUTIVE SUMMARY



Objectives, Scope, & Approach

Objectives

In accordance with the 2022 Internal Audit Plan, Internal Audit conducted a review of CFX's Right of Way policies and procedures, with the following objectives:

- Gain an understanding of the policies and assess critical roles, responsibilities, and procedures around Right of Way acquisitions as defined in the Right of Way Manual to identify opportunities for enhancement.
- Review the procedures and internal controls in place to procure Right of Way legal counsel.
- Review the procedures and internal controls in place for reviewing invoices for Right of Way services.

Scope and Approach

To achieve the objectives of this review, Internal Audit performed the following:

- Evaluated the current Right of Way Manual as follows:
 - Reviewed key roles and responsibilities of in-house legal counsel and the Right of Way Committee
 - Benchmarked CFX Right of Way procedures against available, applicable procedures obtained from the North Texas Tollway Authority, Orange County, Osceola County, Seminole County, and the City of Orlando.
 - Assessed the Right of Way Manual for opportunities to streamline procedures and internal controls to better align with the strategic objectives of the Right of Way Committee
- Documented CFX's current processes and procedures for procurement of Right of Way counsel and evaluated the alignment to relevant statutes and procurement leading practices through interviews with key personnel and a review of applicable, relevant documents.
 - Evaluated the criteria and scoring factors used in the RFP process
 - Benchmarked procurement procedures and evaluation criteria against available data from the North Texas Tollway Authority, Orange County, Osceola County, Seminole County, and the City of Orlando.
- Identified and tested key internal controls over invoices for land acquisition and external legal counsel.

EXECUTIVE SUMMARY



Summary of Observations – Enhancement Opportunities

An overview of the procedures performed by Internal Audit for each in-scope area is below. Additional details related to the specific procedures performed are provided in Appendix A.

Scope Area	Procedures Performed / Key Areas Reviewed	Number of Observations
Evaluation of the Right of Way Manual	Inquiries related to Right of Way procedures; performed benchmarking procedures for procedures and Right of Way Manual design.	10
Procurement of Right of Way Counsel	Inquiries related to the procurement policy; performed benchmarking procedures for procedures and evaluation criteria.	0
Acquisition / Legal Counsel Invoices	Inquiries related to invoice review and processing procedures; selected a sample of invoices and tested operating effectiveness.	0

EXECUTIVE SUMMARY



Summary of Observations – Enhancement Opportunities

Obs #	Observation	Subject Area	Priority
1	Right of Way Manual Structure	Structure and Responsibilities	Moderate
2	Execution of Agreements	Structure and Responsibilities	Moderate
3	Property Acquisition and Disposition – Approval Authority	Acquisition, Disposition	Moderate
4	Easements – Approval Authority	Use	Moderate
5	Lease Agreements – Approval Authority	Use	Moderate
6	License Agreements – Approval Authority	Use	Moderate
7	Requirements for Appraisal and Valuation	Acquisition, Disposition, Use	Low
8	Utility Permits	Use	Low
9	Public Sale Threshold	Disposition	Moderate
10	Liability for Informal Arrangements	Use	Moderate

OBSERVATIONS - ENHANCEMENT OPPORTUNITIES

ENHANCEMENT OPPORTUNITIES

Observation 1 – Right of Way Manual Structure

Relative Priority

Moderate

Structure and Responsibilities

Acquisition

Disposition

Management and Proper Use

Observation

The Right of Way Manual (“Manual”) serves as an official CFX policy to establish authority and responsibility over Right of Way-related activities and a procedural manual to provide specific guidance and practices in the performance of Right of Way activities. The amount of procedural guidance and level of detail within the Manual is inconsistent with other CFX policies, which primarily function to assign authority and responsibility for a functional area and to establish limited, high-level guidelines that are expanded within more detailed procedural manuals maintained by CFX staff.

Both policies and procedures are currently contained in the manual, any changes to procedures must go through Board approval (the Board approves all policy changes). Separating procedures from policies would enable CFX ability to adapt its procedures more quickly and flexibly in a rapidly changing real estate market to complete transactions critical to its Right of Way objectives.

Recommendation

CFX should consider separating the Right of Way Manual into two documents, one policy and one procedural manual. The policy should assign responsibility for Right of Way activities, define structure and reporting, and provide high-level guidance. The policy should be approved by the Board. The procedural manual should establish detailed guidance for carrying out day-to-day activities and should be maintained by management.

Management Response

Management concurs.

Management Action Plan

Management will develop and prepare for Board approval a policy-level document to assign responsibility for Right of Way activities and establish management’s responsibility for revising and maintaining a detailed procedural document which will serve as guidance in the performance of daily Right of Way activities.

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

ENHANCEMENT OPPORTUNITIES

Observation 2 – Execution of Agreements

Relative Priority

Moderate

Structure and Responsibilities

Acquisition

Disposition

Management and Proper Use

Observation

The Right of Way Manual establishes the authority of the Executive Director or designee to perform functions on behalf of the Board and Right of Way Committee in support of property acquisitions and dispositions, such as the making of purchase offers, negotiating settlements and purchase agreements, mediating cases prior to eminent domain trials, and executing purchase agreements—subject to approval of the CFX Board.

However, the Manual does not specify who may sign certain agreements, including closing documents for property agreements. The Executive Director may sign, or a member of the Board may sign, however, the Manual does not specify. Without clear authority for the Executive Director to sign closing documents, closing proceedings may be delayed unnecessarily.

Recommendation

CFX should make explicit, within the policy-level document, the Executive Director's authority to sign agreements, including closing documents, when an agreement has been approved by the Board.

Management Response

Management concurs.

Management Action Plan

Management will develop and prepare for Board approval a policy-level document establishing the Executive Director's authority to sign agreements within the context of Right of Way activities.

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

ENHANCEMENT OPPORTUNITIES

Observation 3: Property Acquisition and Disposition – Approval Authority

Relative Priority

Moderate

Structure and Responsibilities

Acquisition

Disposition

Management and Proper Use

Observation

The Right of Way Manual requires Board approval for all actions resulting in the final settlement of property acquisition or disposition regardless of value. No provision exists to provide for the bypass of Board approval in cases of low property value. This level of oversight is not in alignment with policies and procedures governing other types of procurements (e.g., goods and services) which CFX staff may approve subject to established limits. This may create unnecessary levels of oversight and potential delays for CFX acquiring and disposing of property in the most efficient and cost-effective manner, relative to the value of the property.

Recommendation

CFX should consider updating the Right of Way policy to include an overall statement of objective to facilitate acquisition and disposal of property in the most efficient and cost-effective manner, while ensuring a level of oversight appropriate to the inherent risk of each transaction. CFX should consider granting authority to the Executive Director and/or delegate to execute the settlement of property acquisitions and dispositions of low value without Board approval in accordance with approved guidelines.

In its procedural documents, CFX should establish approval authority guidance to identify the appropriate approver for each transaction given characteristics such as settlement value or settlement value relative to property value. The procedure should also specify any requirements for reporting of the transactions to the ROW Committee.

Management Response

Management concurs.

Management Action Plan

Management will include within a Right of Way policy a provision delegating authority over actions resulting in the final settlement of property acquisition or disposition to the Executive Director and/or delegate according to criteria established in the updated Right of Way procedural manual.

Management will concurrently establish within the Right of Way procedural manual a set of authority thresholds for approving acquisition and disposition settlements which align the procurement levels set forth in the Procurement Policy (i.e., settlements under \$50,000 may be approved by the Executive Director and/or delegates).

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

ENHANCEMENT OPPORTUNITIES

Observation 4: Easements - Approval Authority

Relative Priority

Moderate

Structure and
Responsibilities

Acquisition

Disposition

Management and
Proper Use

Observation

The Right of Way Manual does not include responsibilities and procedures governing easements, which convey either a temporary or permanent right to access or use of property. The Manual therefore does not establish authority to approve easement agreements or specify whether such agreements must be approved by the Board. This could lead to insufficient or unnecessary levels of oversight. Additionally, the Manual provides no guidance on administration of easements, which could lead to inconsistency in the use of easements or agreements which are risky and/or disadvantageous to CFX.

Recommendation

CFX should consider granting authority to the Executive Director and/or delegate to execute easement agreements without Board approval in accordance with approved guidelines. CFX should establish approval authority guidance within its procedural document to identify the appropriate approver for each transaction given characteristics such as easement value and duration. The procedure should also specify any requirements for reporting of the transactions to be provided to the ROW Committee.

Management Response

Management concurs.

Management Action Plan

Management will include within a Right of Way policy document a provision delegating authority for the execution of easement agreements to the Executive Director and/or delegates according to criteria established in the updated Right of Way procedural manual.

Management will concurrently establish within the Right of Way procedural manual that easements of one year or less or whose value is determined to be below \$50,000 may be approved by the Executive Director and/or delegates.

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

ENHANCEMENT OPPORTUNITIES

Observation 5: Lease Agreements – Approval Authority

Relative Priority

Moderate

Structure and
Responsibilities

Acquisition

Disposition

Management and
Proper Use

Observation

The Right of Way Manual does not include responsibilities and procedures governing leases, which convey either a short-term or long-term interest or use in property (e.g., for parking or operation of a cell tower). The Manual therefore does not establish authority to approve lease agreements or specify whether such agreements must be approved by the Board. This could lead to insufficient or unnecessary levels of oversight. Additionally, the Manual provides no guidance on administration of lease agreements; without procedures to govern the issuance and management of lease agreements, the use of CFX property under lease agreements could be inconsistent, risky, or disadvantageous to CFX.

Recommendation

CFX should consider granting authority to the Executive Director and/or delegate to execute lease agreements without Board approval in accordance with approved guidelines. CFX should establish approval authority guidance within its procedural document to identify the appropriate approver for each transaction given characteristics such as lease value and duration. CFX should also establish minimum guidelines for administering and maintaining lease agreements such as use of standard terms and insurance requirements.

Management Response

Management concurs.

Management Action Plan

Management will include within a Right of Way policy document a provision delegating authority for the execution of lease agreements to the Executive Director and/or delegates according to criteria established in the updated Right of Way procedural manual.

Management will concurrently establish within the Right of Way procedural manual that leases of one year or less or whose value is determined to be below \$50,000 may be approved by the Executive Director and/or delegates.

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

ENHANCEMENT OPPORTUNITIES

Observation 6: License Agreements – Approval Authority

Relative Priority

Moderate

Structure and
Responsibilities

Acquisition

Disposition

Management and
Proper Use

Observation

The Right of Way Manual does not include responsibilities and procedures governing license agreements, which represent temporary agreements to allow external parties short-term use of CFX property (e.g., for event parking or meeting space). The Manual therefore does not establish authority to approve license agreements or specify whether such agreements must be approved by the Board. This could lead to insufficient or unnecessary levels of oversight. Additionally, the Manual provides no guidance for the administration of licenses; without procedures to govern the issuance and management of licenses the use of CFX property under license agreements could be inconsistent, risky, or disadvantageous to CFX.

Recommendation

CFX should consider granting authority to the Executive Director and/or delegate to execute license agreements without Board approval in accordance with approved guidelines. CFX should establish approval authority guidance within its procedural document to identify the appropriate approver for each transaction given characteristics such as license value and duration. CFX should also establish minimum guidelines for administering and maintaining license agreements such as use of standard terms and insurance requirements.

Management Response

Management concurs.

Management Action Plan

Management will include within a Right of Way policy document a provision delegating authority for the execution of license agreements to the Executive Director and/or delegates according to criteria established in the updated Right of Way procedural manual.

Management will concurrently establish within the Right of Way procedural manual that licenses of one year or less or whose value is determined to be below \$50,000 may be approved by the Executive Director and/or delegates.

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

ENHANCEMENT OPPORTUNITIES

Observation 7 – Requirements for Appraisal and Valuation

Relative Priority

Low

Structure and
Responsibilities

Acquisition

Disposition

Management and
Proper Use

Observation

The Right of Way Manual establishes requirements for property appraisals and appraisal reviews for property acquisitions and dispositions of surplus property. However, appraisals and appraisal reviews can be impracticable or unnecessary to obtain for properties of low value. The Manual allows for an alternative method of valuation (i.e., a good faith estimate by a qualified agent) for sales of surplus property with low estimate value; however, the current threshold of \$25,000 is too low to be practically useful, and no such provision exists for property acquisitions, easements, and exchanges of property. Additionally, the Manual does not specify circumstances in which no appraisal review is necessary.

Recommendation

CFX should consider updating the Right of Way procedural manual to establish criteria and thresholds under which an appraisal and appraisal review are not required for acquisitions, dispositions, and easements, and exchanges of property with a public entity.

For any acquisitions, dispositions, and easements, and exchanges of property below the threshold for a required appraisal, CFX should establish and apply procedures to guide any alternative methods of valuation.

Management Response

Management concurs.

Management Action Plan

Management will establish within the Right of Way procedural manual criteria and thresholds under which an appraisal and appraisal review are not required and will define any alternative valuation methods which may be applied in such circumstances.

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

ENHANCEMENT OPPORTUNITIES

Observation 8 – Utility Permits

Relative Priority

Low

Structure and
Responsibilities

Acquisition

Disposition

Management and
Proper Use

Observation

The Right of Way Manual prohibits a private individual or entity from applying for a utility permit without a public entity such as a county government acting as co-signer. While attaching primary liability to a public entity enables CFX to better manage the risk of loss, it can act as a bottleneck if there is no logical or willing public entity to act as co-signer, hindering necessary utilities work.

Recommendation

CFX should consider updating the Manual to allow private individuals and entities to apply for utility permits without a public sponsor; this would bring CFX in line with practices of neighboring public entities. CFX should require approval by the Executive Director for changes to the standard utility permit template and for non-standard utility permit requests which present an elevated risk to the organization.

Management Response

Management concurs.

Management Action Plan

Management will revise the Right of Way procedural manual to allow private entities to apply for a utility permit without a public entity co-signer. The procedural manual will be updated to include guidance around the use of the standard utility permit template and will require approval from the Executive Director or designee for changes to the standard utility permit template and non-standard utility permit requests.

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

DETAILED OBSERVATIONS

Observation 9 – Public Sale Threshold (Dispositions)

Relative Priority

Moderate

Structure and
Responsibilities

Acquisition

Disposition

Management and
Proper Use

Observation

The Right of Way Manual requires that surplus property \$25,000 and greater in value be disposed of by a public sale, requiring advertisement and a sealed bidding process. Given recent inflation in property values and the level of administrative work associated with a public sale, \$25,000 may be too low a threshold and may no longer align with the risk profile of non-public sale.

Recommendation

CFX should consider a higher threshold for triggering a public sale of surplus property, considering both the administrative cost compared to the property value, and the risks of raising the threshold. Any changes to the threshold made because of this review should be reviewed and approved by the Board.

Management Response

Management concurs.

Management Action Plan

Management will perform an evaluation of the appropriateness of the current threshold for requiring public sale of surplus property; any recommendation to change the threshold as a result of this evaluation will be brought to the Board for approval.

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

DETAILED OBSERVATIONS

Observation 10 – Liability for Informal Arrangements

Relative Priority

Moderate

Structure and
Responsibilities

Acquisition

Disposition

Management and
Proper Use

Observation

The Right of Way Manual does not include procedures for informal arrangements to use CFX property. For example, as a community partner CFX may engage in occasional, informal arrangements allowing not-for-profit organizations use of its property for parking purposes for special events. Without a formal agreement for use in place, CFX may be exposed to liability claims for accidents occurring during the period of use.

Recommendation

CFX should establish procedures for handling informal arrangements with local partners, particularly in support of CFX's role as community partner. Procedures should establish standard terms and conditions to limit CFX liability while local partners use CFX property.

Management Response

Management concurs.

Management Action Plan

Management will establish and require completion of a liability waiver form for the use of CFX property, including general terms and conditions.

Action Plan Owner / Due Date

Woody Rodriguez, General Counsel / March 31, 2023

APPENDIX

APPENDIX A

Evaluation of Right of Way Manual

Procedures Performed

- ❖ Conducted interviews with the CFX legal team and inspection of the Manual to evaluate the clarity, completeness and appropriateness of the roles, responsibilities, and procedures for Right of Way activities as established in the Manual.
- ❖ Conducted interviews with similar entities and reviewed right of way policy and procedural documents to evaluate CFX Right of Way procedures against those of similar entities.

Results

- ❖ Opportunities for improvement of the Manual are included in the Detailed Observations section above.

APPENDIX A

External Legal Counsel Procurement

Procedures Performed

- ❖ Reviewed processes and procedures for procuring external Right of Way counsel; as no such procurements have been completed by the current CFX team, Internal Audit performed interviews to evaluate prospective procedures for gaps and for alignment with relevant statutory requirements.
- ❖ Obtained an example of the most recent request for proposal related to procurement of external legal counsel to evaluate criteria and scoring factors used; performed interviews with similar entities during a benchmarking exercise to evaluate the alignment of CFX's evaluation criteria and procedures with comparable entities.

Results

- ❖ Though not required by statute, the CFX legal team plans to follow the CFX procurement policy and procedural guidance in future procurements of legal services.
- ❖ While no documented scoring criteria currently exist to guide in the evaluation of proposals for legal services, the criteria used in the most recent RFP and discussed with the CFX legal team are in line with those of the entities benchmarked.

APPENDIX A

Acquisition and Legal Counsel Invoices

Procedures Performed

- ❖ Reviewed the CFX invoice review procedures performed for invoices related to acquisitions and external legal counsel and noted the legal team follows standard invoice review procedures.
- ❖ Tested five (5) invoices related to acquisition expenditures and legal services during the period under review; this represented the entire population of such invoices.

Results

- ❖ No issues noted in the design or operation of internal controls related to the review and approval of legal invoices.

Face the Future with Confidence

© 2022 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti®



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SECURE CODE REVIEW

June 2022

Audit Committee Summary

FY22 Secure Code Review Summary

Disclaimer

This report is intended solely for the use of management of Central Florida Expressway Authority ("Client" or "CFX") and is not to be used or relied upon by others for any purpose whatsoever. This report and the related findings and recommendations detailed herein provide management with information about the condition or risks and internal controls at one point in time. Future changes in environmental factors and actions by personnel may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

This report presents the results of a Central Florida Expressway Authority Secure Code Review performed by Protiviti between May, 2022 and June, 2022. The scope of the review was limited to one specific application. This executive summary report is designed for the reader to understand the level of security assessed, to identify security deficiencies, to identify areas of strength and weakness, and to develop a course of action to correct vulnerabilities and mitigate associated risks.

Penetration testing is an uncertain process which is based upon past experiences, currently available information, and known threats. It should be understood that all information security systems, which by their nature are dependent on their human operators, are vulnerable to some degree. Therefore, while the team believes to have identified the major security vulnerabilities on the systems analyzed, there can be no assurance that any exercise of this nature will identify all possible vulnerabilities or propose exhaustive and operationally viable recommendations to mitigate those exposures. This report identifies known vulnerabilities that were detected during the test period; new devices, configuration changes and new/future vulnerabilities were not tested. While the matters presented herein are the result of the review, had additional procedures been performed, other matters may have been identified that would have been reported to CFX.

Additionally, this report contains information concerning potential vulnerabilities of CFX network(s)/system(s) and methods for exploiting them. The team recommends that special precautions be taken to protect the confidentiality of both this document and the information contained herein.

FY22 Secure Code Review Summary

Table of Contents

Disclaimer	2
Table of Contents	3
Executive Summary	4
Background.....	4
Scope and Approach	4
Summary of Results	4

FY22 Secure Code Review Summary

Executive Summary

Background

As part of the Fiscal Year 2022 Internal Audit plan, Internal Audit (“IA”) performed a source code review of Central Florida Expressway Authority’s (“CFX”) web site, cfxway.com.

Scope and Approach

IA performed the following procedures to assess the cfxway.com web application for coding flaws that may impact its confidentiality, integrity, and availability of cfxway.com:

- Reviewed cfxway.com’s functionality, architecture, security standards, and coding practices through documentation provided by application owners, architects, and developers.
- Performed automated and manual analysis of cfxway.com source code packages for potential vulnerabilities, and manually identified critical functionalities of the application that handle sensitive data.
- Review external third party dependencies that cfxway.com may utilizes for outdated versions or publicly known vulnerabilities. Identify mishandlings of sensitive and/or confidential information by external dependencies.

Summary of Results

During the source code review, IA did not discover any critical or high priority issues affecting the in-scope application. However, one (1) medium and two (2) low priority issues were identified. Specifically, issues regarding:

- Third Party Libraries
- Deprecated Methods
- Access Controls

IA’s recommendations contain instructions for specific system configuration changes (e.g., version upgrade), and these recommendations should be properly evaluated and tested in a non-production environment prior to implementation on any production systems.

Face the Future with Confidence



CENTRAL FLORIDA EXPRESSWAY AUTHORITY MICROSOFT CLOUD REVIEW

June 2022

FY22 Microsoft Cloud Review

Disclaimer

This report is intended solely for the use of management of Central Florida Expressway Authority ("Client" or "CFX") and is not to be used or relied upon by others for any purpose whatsoever. This report and the related findings and recommendations detailed herein provide management with information about the condition or risks and internal controls at one point in time. Future changes in environmental factors and actions by personnel may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

This report presents the results of a Central Florida Expressway Authority Cloud Security Assessment performed by Protiviti between May 2022 and June 2022. The scope of the review was limited to one specific application. This executive summary report is designed for the reader to understand the level of security assessed, to identify security deficiencies, to identify areas of strength and weakness, and to develop a course of action to correct vulnerabilities and mitigate associated risks.

Table of Contents

Disclaimer	2
Table of Contents	3
Executive Summary	4
Background.....	4
Scope and Approach	4
Summary of Results	4

FY22 Microsoft Cloud Review

Executive Summary

Background

As part of the Fiscal Year 2022 Internal Audit plan, Internal Audit (“IA”) performed a review of Central Florida Expressway Authority’s (“CFX”) Microsoft 365 (“M365”) and Microsoft Azure platforms.

Scope and Approach

IA performed procedures to evaluate the foundational Azure Security Best Practices and CIS Benchmarks in place for the M365 / Azure platforms. Specifically, IA reviewed:

- Processes surrounding passwords and authentication
- Controls related to the use of administrative accounts
- Configurations related to the protection against phishing, spam, and other email risks
- Controls related to data loss prevention
- Restrictions related to the number and creation of cloud-based resources
- Processes related to the activity logs generated within cloud resources

Summary of Results

During the Microsoft Cloud review, IA did not discover any Critical or High priority issues affecting the M365/Azure platforms. However, three (3) Medium and one (1) Low priority issues were identified. Specifically, the issues regard:

- Periodic Review of Third-Party Users
- Conditional Access Policies based on User and Sign-in Risk
- Control Where Resources are Created
- Multi-Factor Authentication using Conditional Access Policies

IA's recommendations contain instructions for specific system configuration changes (e.g., enabling conditional access policies), and these recommendations should be evaluated in a non-production environment prior to implementation on any production systems.

**CONSENT AGENDA ITEM
#21**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Diego “Woody” Rodriguez, General Counsel *WR*

DATE: November 18, 2022

SUBJECT: Agreement Regarding Modification of Drainage Easement between the Central Florida Expressway Authority and Elysian Luxury Living, LLC
Project: 429-653
Parcel Number: 808

Board approval is requested of the attached Agreement Regarding Modification of Drainage Easement between CFX and Elysian Luxury Living, LLC.

The Right of Way Committee met on November 16, 2022 and reviewed the attached memorandum with attachments and recommended Board approval of the proposed Agreement between the Central Florida Expressway Authority and Elysian Luxury Living, LLC (“Elysian”) to relocate, at Elysian’s sole cost and expense, the relocation of an existing drainage easement in accordance with the terms and conditions of the proposed Agreement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *LK*

DATE: November 8, 2022

SUBJECT: Agreement Regarding Modification of Drainage Easement between the Central Florida Expressway Authority and Elysian Luxury Living, LLC
Project: 429-653
Parcel Number: 808

BACKGROUND

The Central Florida Expressway Authority's predecessor in interest, Orlando-Orange County Expressway Authority (now "CFX"), acquired a permanent drainage easement ("Existing Drainage Easement") over real property owned by the predecessor in title to Elysian Luxury Living, LLC ("Elysian"). The Existing Drainage Easement is depicted in the map attached hereto as **Attachment "A"** ("Map of Easements"). In order to develop the real property encumbered by the Existing Drainage Easement, Elysian desires to relocate, at its sole cost and expense, the location of the Existing Drainage Easement in accordance with the terms and conditions of the proposed Agreement Regarding Modification of Drainage Easement attached hereto as **Attachment "B"** ("Agreement").

Pursuant to the terms of the Agreement, Elysian agrees to grant to CFX a perpetual non-exclusive drainage easement over, across and upon portions of the real property owned by Elysian as more particularly depicted on the Map of Easements ("Relocated Easement Area"). In exchange and in consideration for agreeing to relocate the easement, Elysian will, at no cost or expense to CFX, design, permit, excavate and construct the drainage facilities necessary for CFX's use and enjoyment of the relocated drainage easement in accordance with the terms of the Agreement. Upon CFX's inspection and acceptance of the drainage facilities in the relocated easement, CFX will execute a release of a portion of the Existing Drainage Easement.

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Policy"), CFX staff and CFX's General Engineering Consultant ("GEC") have examined the proposed Relocated Easement Area and determined that the relocation of a portion of the Existing Drainage Easement would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety. A copy of the certification is attached hereto as **Attachment "C"**.

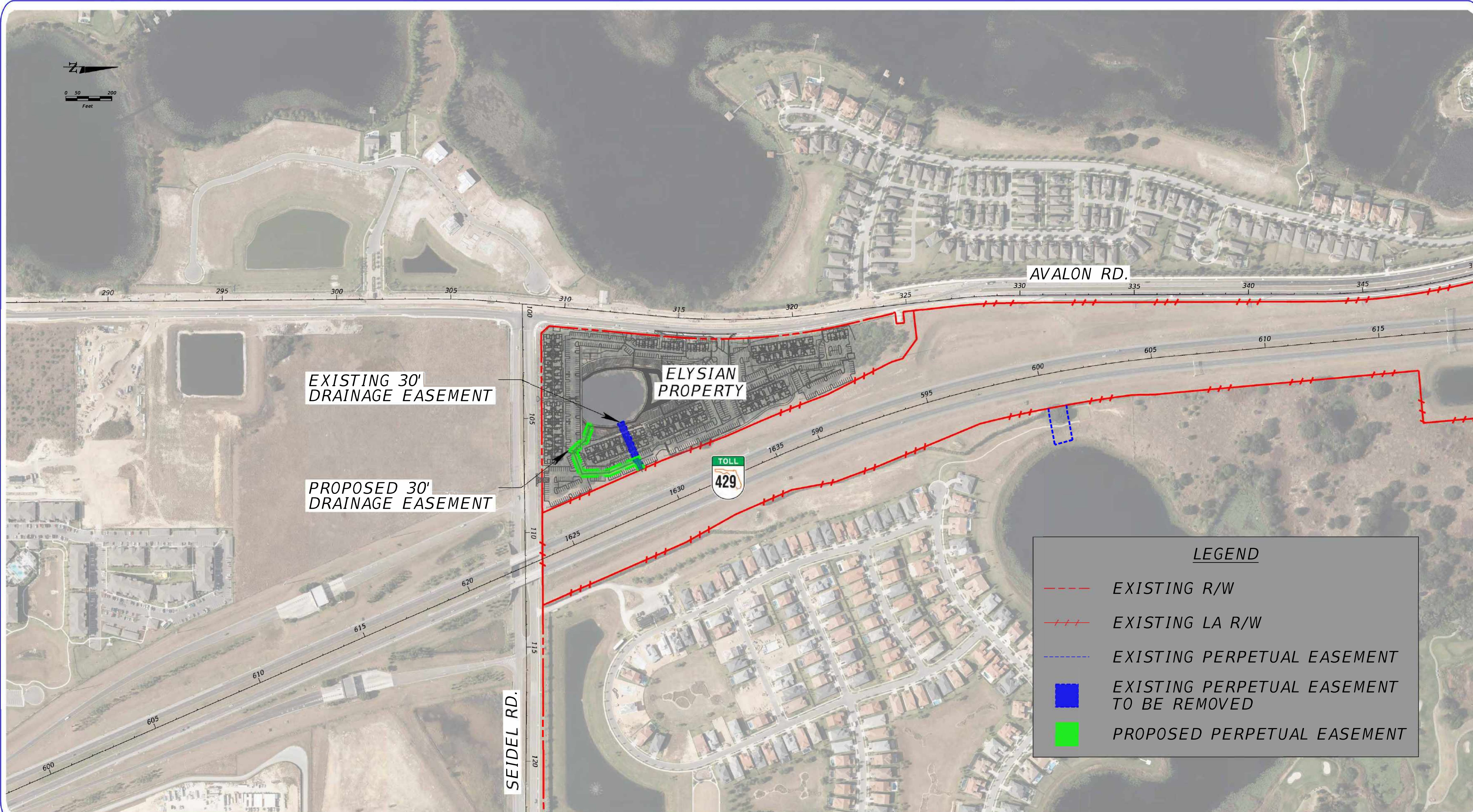
The proposed Agreement was prepared and provided to Elysian for review and consideration. Elysian has reviewed the Agreement and agrees with its form. GEC has reviewed the proposed location, maintenance functions, and maintenance responsibilities set forth in the Agreement.

REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval of the Agreement Between CFX and Elysian in a form substantially similar to the attached Agreement, subject to any minor or clerical modifications or revisions approved by the GEC, General Counsel or designee.

ATTACHMENTS

- A. Map of Easements
- B. Agreement Regarding Modification of Drainage Easement
- C. Certificate from CFX's General Engineering Consultant



MEMO ATTACHMENT "A" - MAP OF EASEMENTS

ROAD NUMBER	PROJECT NUMBER
SR 429	653

MEMO ATTACHMENT "B"

This instrument prepared by and
after recording return to:

Unicorp National Developments, Inc.
Attn: Amy Barnard
7940 Via Dellagio Way, Suite 200
Orlando, Florida 32819

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**AGREEMENT REGARDING
MODIFICATION OF DRAINAGE EASEMENT**

THIS AGREEMENT REGARDING MODIFICATION OF DRAINAGE EASEMENT (“Agreement”) is made and entered as of the date of last execution hereof by any party hereto, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**CFX**”), and **ELYSIAN LUXURY LIVING, LLC**, a Florida limited liability company, whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida 32819 (“**ELL**”).

RECITALS:

A. As of the date of this Agreement, ELL is the record owner of the property that is encumbered by that certain easement in favor of CFX established pursuant to that certain Stipulated Order of Taking issued under Case No. 2003-CA-010959, Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, and recorded at Official Record Book 7300, Page 0888, Public Records of Orange County Florida, said easement being more specifically identified in said Order of Taking as Parcel 808, Perpetual Easement “B” (said easement being herein referred to as the “**Easement**”, the property encumbered thereby being herein referred to as the “**Existing Easement Area**” and all stormwater drainage facilities located within the Easement Area pursuant to the Easement being herein referred to as the “**Existing Drainage Facilities**”).

B. ELL intends to incorporate the Existing Easement Area into its plans for development of property owned by ELL lying adjacent to the Existing Easement Area (“**ELL Property**”), and in connection with such plans for development has requested consent from CFX to relocate the Easement to other properties owned by ELL and identified herein as the “**Replacement Easement Area**”, so that the Easement no longer encumbers the Existing Easement Area, and CFX has consented to such relocation, upon the terms, conditions and provisions more specifically set forth in this Agreement.

C. By their execution of this Agreement, CFX and ELL desire to evidence of public record their approval of, and agreements with respect to, the relocation of the Easement and Existing Easement Area, as well as the relocation of the Existing Drainage Facilities, all upon the terms, conditions and provisions more specifically set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The above Recitals are true and correct, form a material part of this Agreement and are incorporated herein by this reference.

2. Grant of Replacement Drainage Easement. ELL does hereby grant, bargain, sell, release, convey, and confirm unto CFX a non-exclusive perpetual easement (“**Replacement Drainage Easement**”) in, upon, over, through, and across the real property described in Exhibit “A” attached hereto and incorporated herein (“**Replacement Easement Area**”) for the purpose of providing stormwater drainage, discharge, conveyance, runoff, detention, and retention for the Central Florida Expressway System (collectively, the “**Replacement Drainage Facilities**”), subject to any and all applicable permits and approvals issued by any Governmental Authorities (defined below). The grant of the Replacement Drainage Easement to CFX shall include all incidental rights reasonably necessary for the use and enjoyment of the Replacement Drainage Easement for its intended purposes, including, without limitation, the right to access the Drainage Facilities over any of ELL’s adjacent property located within 25 feet of the Drainage Easement Area to maintain, repair and replace the Drainage Facilities

3. Release of Existing Easement Area. Upon ELL’s satisfaction of all of the planning, permitting, construction, relocation and other obligations set forth in Paragraph 4 below (collectively, the “**Relocation Obligations**”) to the reasonable satisfaction of CFX and acceptable of the Replacement Drainage Facilities by CFX in accordance with Paragraph 4, CFX agrees to execute a release of the Existing Drainage Area in a form and content reasonably acceptable to CFX (“**Release**”) to release the Existing Easement Area from the Easement and to ensure the Easement shall no longer encumber, run with title to or constitute an exception to the Existing Easement Area. ELL shall, at its sole cost and expense, record the Release in the Public Records of Orange County, Florida. Notwithstanding any provision to the contrary, the Easement shall not be modified, and the Existing Easement Area shall not be released from the Easement, until such time as ELL has fully satisfied the Relocation Obligations to the reasonable satisfaction of CFX and CFX has delivered the Release to ELL.

4. Relocation Obligations; Completion of Replacement Drainage Facilities. The Relocation Obligations consist of and include the covenants, agreements and obligations set forth in the following provisions of this Paragraph 4:

In connection with ELL’s development of the ELL Property, ELL shall, at its sole cost and expense, (i) obtain, or cause to be obtained, any and all “Permits and Approvals” (defined below)

that are necessary or required to remove the Existing Drainage Facilities and install the Replacement Drainage Facilities; (ii) design and permit, or cause to be designed and permitted, the Replacement Drainage Facilities consistent with the terms, provisions, and requirements of this Agreement, and at a minimum as necessary to accommodate the same drainage flow that is currently served by the Existing Drainage Facilities pursuant to the Easement; (iii) construct/install, or cause to be constructed/installed, the Replacement Drainage Facilities as required by this Agreement and in accordance with the “Construction Plans” (defined below), the Permits and Approvals, and all other applicable “Plans and Approvals” (defined below) and (iv) remove and properly dispose of the Existing Drainage Facilities. In no event shall the construction or installation of the Replacement Drainage Facilities deviate from the Construction Plans without the prior written consent of CFX.

ELL acknowledges and agrees that it shall not commence any activities with respect to the removal of Existing Drainage Facilities until ELL has satisfied the Relocation Obligations set forth in Paragraph 4 (i) – (iii) above and is otherwise in compliance with the obligations of ELL under this Agreement. ELL shall be responsible at all times to ensure the continued drainage in favor of CFX as contemplated in the Easement, this Agreement and applicable Plans and Approvals, with only such limited interruptions as are reasonably necessary to complete the switch over of services from the Existing Drainage Facilities to the Replacement Drainage Facilities. ELL shall notify CFX in writing in writing ten (10) business days before the commencement of construction and installation of the Replacement Drainage Facilities and shall coordinate with the CFX throughout the construction of the Replacement Drainage Facilities in order to avoid or minimize any potential service disruptions, impairment or impediment to the stormwater drainage system of the Central Florida Expressway System.

At such time that ELL believes that it has completed all of the Relocation Obligations set forth in this Agreement, ELL shall deliver written notice of same to CFX for its review and approval, along with evidence, reasonably acceptable to CFX of the completion of the Relocation Obligations, including, but not limited to, (i) such certificates of completion or similar evidence of acceptance of the subject improvements as are available from applicable Governmental Authorities, and (ii) an affidavit from ELL’s project engineer that the Relocation Obligations have been completed in accordance with the Plans and Approvals (“**Completion Notice**”). Within ten (10) business days after receipt of the Completion Notice from ELL, CFX shall have the right, but not the obligation, to review and inspect the Replacement Drainage Facilities to ensure the Replacement Drainage Facilities have been constructed in substantial accordance with the Construction Plans. In the event CFX elects to conduct an independent inspection of the Replacement Drainage Facilities, CFX shall notify ELL within five (5) business days of such independent inspection of any deficiencies in work on the Replacement Drainage Facilities. ELL and CFX shall proceed in good faith and in a commercially reasonable, diligent manner to reach agreement on the necessary correction/completion of those components of the Relocation Obligations that have been identified as having not been completed as required by this Agreement. Within thirty (30) days of the completion of construction or correction of deficiencies, if any, of the Replacement Drainage Facilities, ELL shall provide CFX an as-built survey of the Replacement Drainage Facilities. Upon receipt of the as-built survey and written notice from CFX that the as-built survey is acceptable, CFX shall be deemed to have accepted the Replacement Drainage Facilities.

As used herein, the following terms shall have the following meanings:

“**Construction Plans**” shall mean and refer to those certain Drainage Plans prepared by Kimley-Horn Associates, Inc. dated September 2, 2022 attached hereto as Exhibit “B” and incorporated herein by reference.

“**Governmental Authorities**” shall mean and refer to any and all governmental or quasi-governmental authorities with jurisdiction over those matters addressed in this Agreement.

“**Permits and Approvals**” shall mean and refer to any and all permits and approvals issued by Governmental Authorities pertaining to the installation of the Replacement Drainage Facilities, including, but not limited to, construction/building permits and any and all certificates of completion issued by Governmental Authorities evidencing authorization to commence the installation of the Replacement Drainage Facilities and the completion thereof consistent with applicable requirements of such Governmental Authorities.

“**Plans and Approvals**” shall mean and refer any and all applicable Permits and Approvals and any design, engineering, and the Construction Plans prepared by ELL, and approved by the Governmental Authorities, for the Replacement Drainage Facilities.

5. Maintenance of Replacement Drainage Facilities.

Following construction of the Replacement Drainage Facilities, CFX, its successors and assigns, shall be responsible, at its sole cost and expense, for maintaining, repairing and replacing the Replacement Drainage Facilities as and when necessary, in a good and workmanlike manner and in accordance with any and all Permits and Approvals. In the event any required repair and/or maintenance hereunder is not performed by CFX, ELL may deliver a notice to CFX setting forth the maintenance deficiencies, whereupon CFX shall have a period of thirty (30) days to remedy the deficiencies, or forty-eight (48) hours, in case of emergency. In the event the deficiencies are not remedied in a commercially reasonable fashion within such thirty (30) day period, or within such forty-eight (48) hour period in case of emergency, ELL shall have the right to undertake all reasonably necessary maintenance and repair itself and recover from CFX, as applicable, the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith.

6. Cooperation. CFX hereby covenants and agrees, but at no expense to CFX, to (i) reasonably cooperate with ELL in good faith in the preparation, submission and processing of the applications and related materials, studies and information necessary to obtain the Permits and Approvals and (ii) execute such additional documents as may be reasonably necessary to fulfill the agreements of the parties set forth herein or otherwise to perform the obligations set forth hereinabove, including, but not limited to, joining into any applications as reasonably deemed necessary or required by Governmental Authorities.

7. Indemnity. To the extent applicable and permitted by law and without waiving any of the protections afforded by §768.28, Florida Statutes, ELL hereby agrees to indemnify and hold harmless CFX from and against any and all actions, causes of action, claims, demands, liabilities, judgments, costs, expenses whatsoever (including, without limitation attorneys’ fees at trial and appellate levels) to the extent arising out of the acts or omissions of ELL, it’s officers, staff, or

employees or the exercise by ELL or its agents, employees, consultants, representatives, contractors (and their subcontractors, employees, and materialmen) of the rights and obligations set forth herein.

8. **Notice.** All notices, demands, approvals, requests, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt; (ii) the next business day following its deposit with a reputable overnight courier or (iii) the third (3rd) day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee as its address is set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee

CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

With a copy to: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

ELL: Elysian Luxury Living, LLC
7940 Via Dellagio Way, Suite 200
Orlando, Florida 32819

With a copy to: Elysian Luxury Living, LLC
7940 Via Dellagio Way, Suite 200
Orlando, Florida 32819
Attn: Director of Legal Affairs

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and together with the Easement supersedes all prior understandings or agreements between the parties with respect to such matters.

10. **Binding Effect.** All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns, and all rights, privileges, benefits and burdens created hereunder, shall be deemed covenants that run with title to the Replacement Easement Area, binding upon and inuring to the benefit of the parties hereto, and their respective successors in title to the Replacement Easement Area.

11. **Amendment.** Any amendment to this Agreement shall only be effective if in writing, executed by ELL and CFX, and recorded in the Public Records of Orange County, Florida.

12. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall be responsible for its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, at trial or on appeal.

13. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

14. Execution and Counterparts. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

15. Governing Law/Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Agreement shall be Orange County, Florida.

16. Paragraph Headings. The paragraph and sub-paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any section herein.

17. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[Remainder of Page Intentionally Blank – Signatures Begin on Page 6]

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Agreement to be executed as of the day and year set forth below.

"ELL"

Witnesses:

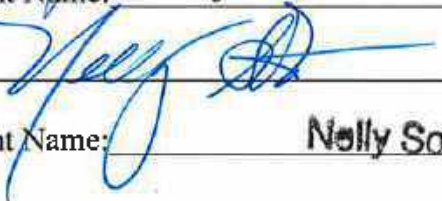
ELYSIAN LUXURY LIVING, LLC,
a Florida limited liability company



Print Name: **Amy Barnard**

By: 

Name: **Charles Whittall**



Print Name: **Nelly Soto**

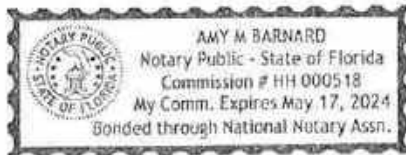
Title: **Manager**

Date: **10/19/2022**

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of October, 2022, by Charles Whittall, as Manager of **ELYSIAN LUXURY LIVING, LLC**, a Florida limited liability company, on behalf of the company. Said person (check one) is personally known to me or produced _____ as identification.





Print Name: **Amy Barnard**

Notary Public, State of Florida

Commission No.: **HH000518**

My Commission Expires: **5/17/2024**

“CFX”

Witnesses:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**, a body corporate and an
agency of the State of Florida

Print Name: _____

By: _____
Laura Kelley, as Executive Director

Print Name: _____

Date: _____

ATTEST:

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____ 2022
for its exclusive use and reliance

By: _____
Regla (“Mimi”) Lamaute
Board Services Coordinator

By: _____
Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ___ day of _____, 2022, by Laura Kelley as Executive Director
of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of
Florida, on behalf of the corporation. Said person (check one) [] is personally known to me or []
produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"
(Replacement Easement Area)

See Attached

SKETCH OF DESCRIPTION

ELYSIAN AT SEIDEL
30' DRAINAGE EASEMENT,
ORANGE COUNTY, FLORIDA

DESCRIPTION

AREA ABOVE RESERVED FOR RECORDING INFORMATION

A 30' WIDE PARCEL OF LAND SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 RUN SOUTH 89°37'08" WEST, A DISTANCE OF 330.56 FEET TO A POINT ON THE PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 429 AS RECORDED IN OFFICIAL RECORDS BOOK 7311, PAGE 472 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG SAID PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 429 NORTH 23°37'46" WEST, A DISTANCE OF 32.65 FEET TO A POINT ON THE INTERSECTION OF SAID PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 429 AND THE NORTH RIGHT OF WAY LINE OF SEIDEL ROAD RECORDED IN OFFICIAL RECORDS BOOK 7106, PAGE 2802 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 429 NORTH 23°37'46" WEST A DISTANCE OF 457.63 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 429 RUN SOUTH 86°22'14" WEST A DISTANCE OF 28.12 FEET; THENCE SOUTH 22°53'25" EAST A DISTANCE OF 122.58 FEET; THENCE SOUTH 02°14'19" EAST A DISTANCE OF 131.00 FEET; THENCE SOUTH 68°47'30" WEST A DISTANCE OF 127.57 FEET; THENCE NORTH 41°27'02" WEST A DISTANCE OF 74.58 FEET; THENCE NORTH 69°59'15" WEST A DISTANCE OF 71.19 FEET; THENCE NORTH 20°00'45" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 69°59'15" EAST A DISTANCE OF 78.89 FEET; THENCE SOUTH 41°27'02" EAST A DISTANCE OF 67.30 FEET; THENCE NORTH 68°47'30" EAST A DISTANCE OF 85.25 FEET; THENCE NORTH 02°14'19" WEST A DISTANCE OF 104.12 FEET; THENCE NORTH 22°53'25" WEST A DISTANCE OF 146.73 FEET; THENCE NORTH 86°22'14" EAST A DISTANCE OF 57.73 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 429; THENCE SOUTH 23°37'46" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 429 A DISTANCE OF 30.00 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 16,334.78 SQUARE FEET OR 0.3750 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE CERTIFIED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 4 PAGES NOT FULL OR COMPLETE WITHOUT ALL.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 429, WHICH BEARS N23°37'46"E, PDR ORG 7311, PAGE 472.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 15-12.062(3).

SHEET 1 OF 2 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 2 OF 2 FOR SKETCH.

THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

ELYSIAN AT SEIDEL
30' DRAINAGE EASEMENT,
ORANGE COUNTY, FLORIDA

ASM

**AMERICAN SURVEYING
& MAPPING, INC.**

**NDDS NATIONAL DUE
DILIGENCE SERVICES**

A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

3191 Maguire Blvd, Suite 200, Orlando, FL 32803

407-426-7979

www.asmsurveying.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 15-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STATE OF FLORIDA
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
15-17.001(1) F.A.C. (15) 17.001(1) F.A.C.
15-17.001(1) F.A.C. (15) 17.001(1) F.A.C.
15-17.001(1) F.A.C. (15) 17.001(1) F.A.C.

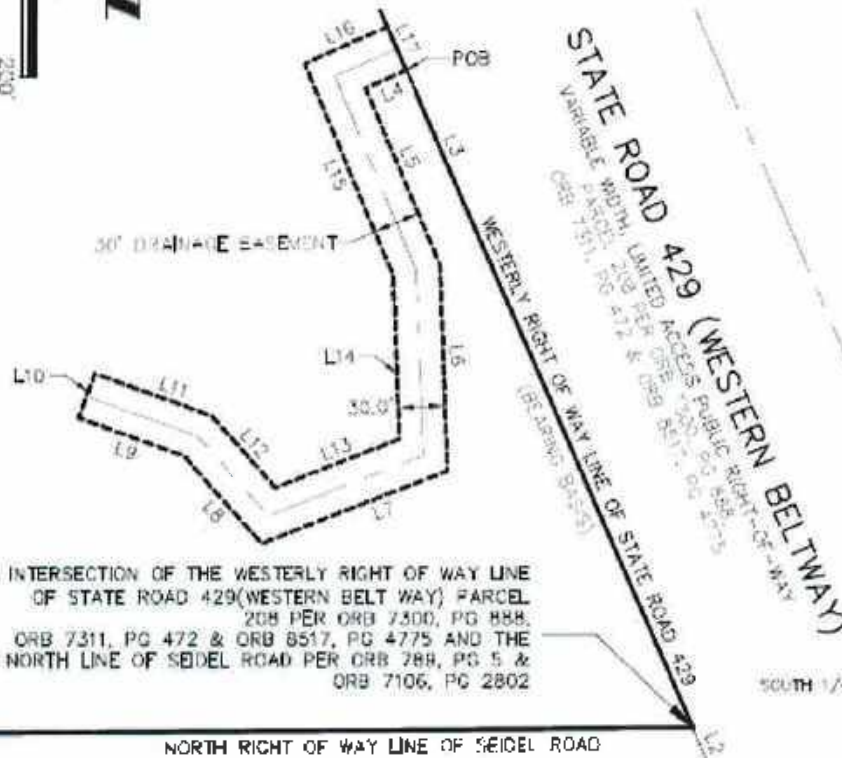
E. GLENN TURNER, PSM #5643

THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY E. GLENN TURNER, PSM
#5643 (E9) F47 5267768272

JOB NO.	DATE	REVISIONS	TECH
190728			
SCALE: 1" = 100'			
DRAWN BY: SW			
APPROVED BY: EGT			
DRAWING FILE #			
190728 ELYSIAN			
DRAINAGE ESMT			
RELOCATE-S00.DWG			

SKETCH OF DESCRIPTION
ELYSIAN AT SEIDEL
DRAINAGE EASEMENT,
ORANGE COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S58°37'05"W	330.55'
L2	N2°13'48"W	32.60'
L3	N23°37'46"W	657.45'
L4	S65°22'47"W	28.17'
L5	S22°53'25"E	122.58'
L6	S0°14'00"E	131.00'
L7	S55°17'30"W	127.57'
L8	N41°27'02"W	74.98'
L9	N60°52'15"W	71.14'
L10	N20°00'45"E	35.00'
L11	S69°59'10"E	45.82'
L12	S41°27'02"E	61.32'
L13	N65°47'30"E	65.25'
L14	N27°47'37"W	104.12'
L15	N67°55'30"W	148.75'
L16	N66°22'14"E	57.75'
L17	S13°57'45"E	30.00'

INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 429 (WESTERN BELTWAY) PARCEL 208 PER ORB 7300, PG 888, ORB 7311, PG 472 & ORB 8517, PG 4775 AND THE NORTH LINE OF SEIDEL ROAD PER ORB 789, PG 5 & ORB 7106, PG 2802

NORTH RIGHT OF WAY LINE OF SEIDEL ROAD
 SOUTH LINE OF THE SW 1/4 OF SECTION 5-245-27E

SEIDEL ROAD
 VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
 ORB 789, PG 5 & ORB 7106, PG 2802

POC
 SOUTH 1/4 CORNER OF SECTION 5-245-27E

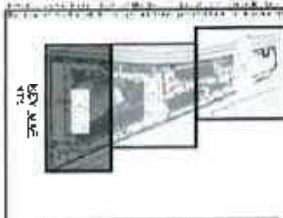
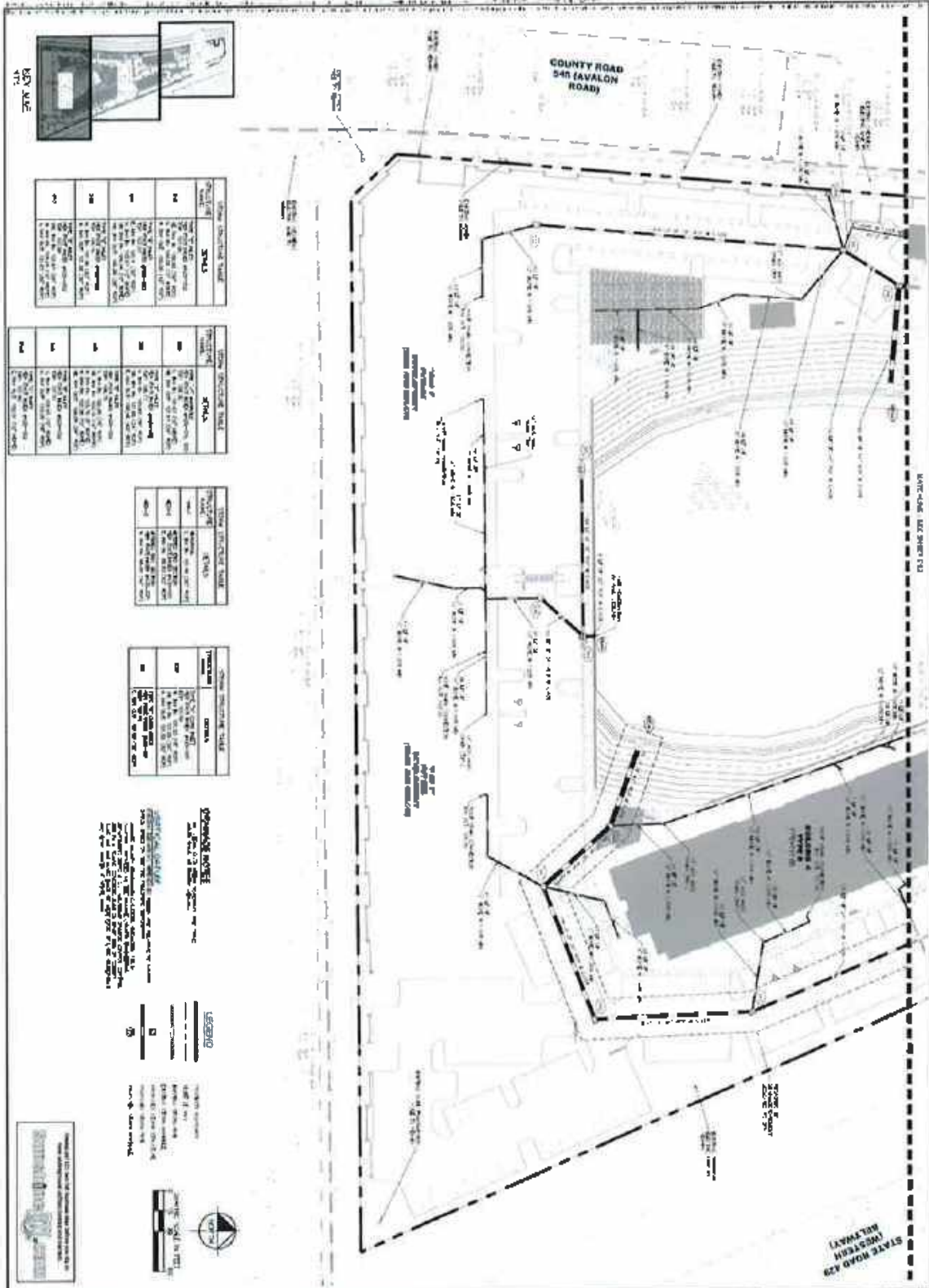
THIS SKETCH IS NOT A SURVEY.

SHEET 2 OF 2 - NOT FULLY COMPLETE WITHOUT ALL SHEETS.
 SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES, AND CERTIFICATION.

LEGEND AND ABBREVIATIONS	
MUC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
POE	POINT OF END
POC	POINT OF CONTACT
POI	POINT OF INTERSECTION
POJ	POINT OF JOINT
POK	POINT OF KINK
POL	POINT OF LIFT
POM	POINT OF MOUNTAIN
PON	POINT OF NOD
POO	POINT OF OBTUSE ANGLE
POQ	POINT OF QUADRANT
POR	POINT OF REFLECTION
POS	POINT OF SPLIT
POT	POINT OF TANGENCY
POU	POINT OF UMBEL
POV	POINT OF VERGENCE
POW	POINT OF WIND
POX	POINT OF X
POY	POINT OF Y
POZ	POINT OF Z

ASM AMERICAN SURVEYING & MAPPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER L140003
 2101 MAGUIRE BOULEVARD, SUITE 900
 ORLANDO, FLORIDA 32803
 (407) 425-7075
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NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRELIMINARY DRAINAGE PLAN	08/15/11	J. HORN	J. HORN
2	REVISED DRAINAGE PLAN	08/15/11	J. HORN	J. HORN
3	FINAL DRAINAGE PLAN	08/15/11	J. HORN	J. HORN

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DISCLAIMER NOTICE
 THIS PLAN IS A PRELIMINARY DRAINAGE PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL DATA AND INFORMATION PROVIDED TO THE DESIGNER. THE DESIGNER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN.

LEGEND

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- 24" DIA. CONCRETE PIPE
- 30" DIA. CONCRETE PIPE
- 36" DIA. CONCRETE PIPE
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ELYSIAN PKWY
ELYSIAN LUXURY LIVING

DRAINAGE PLAN

DATE: 08/15/11
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1

Kimley»Horn

NO.	DESCRIPTION	DATE	BY	CHKD.
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3	FINAL DRAINAGE PLAN	08/15/11	J. HORN	J. HORN

MEMO ATTACHMENT "C"



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

November 16, 2022

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: MODIFICATION OF DRAINAGE EASEMENT
SR 429, Project 653
CFX and Elysian Luxury Living, LLC – Parcel 808

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of a parcel located at the intersection of SR 429 and Seidel Road, described in Exhibit "A" attached hereto. The SR 429 Project 653 is completed. An adjacent property owner, Elysian Luxury Living, LLC, requested a portion of the existing drainage easement on their property be relocated and replaced with an equivalent drainage easement ("Replacement Easement Area"). In our opinion, we certify that CFX can agree to the modification of the drainage easement without impeding, impairing or restricting the current or future construction, operation or maintenance of the CFX Expressway System or otherwise impairing traffic operations or public safety.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

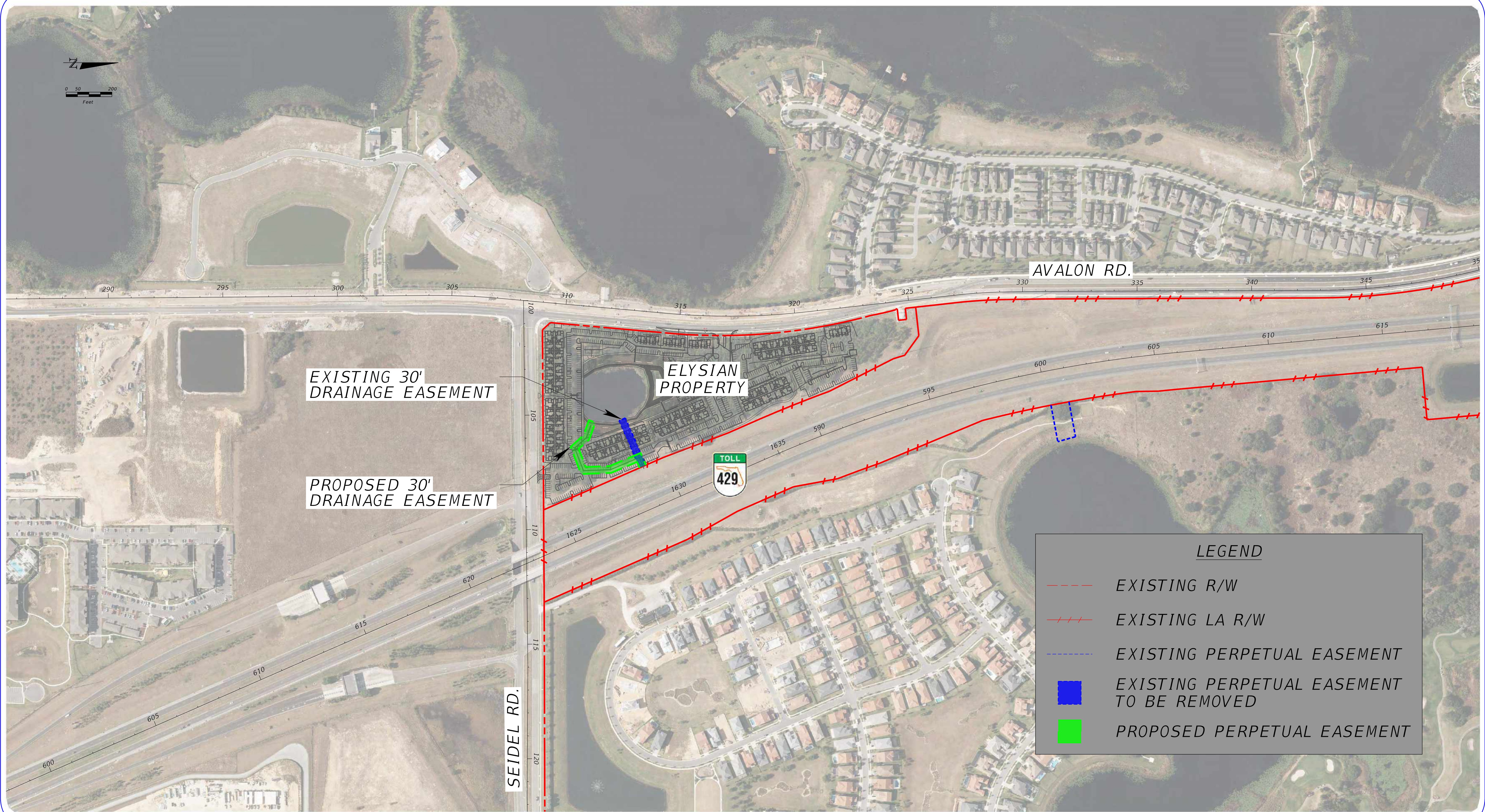
Sincerely,

A handwritten signature in blue ink that reads "R. Keith Jackson".

R. Keith Jackson, P.E.
Program Manager

Attachment

cc: Laura N Kelly, Esq. CFX (w/ enc.)



**CONSENT AGENDA ITEM
#22**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Diego “Woody” Rodriguez, General Counsel *WR*

DATE: November 18, 2022

SUBJECT: Resolution Declaring Property as Surplus Property Available for Exchange, Authorizing the Transfer of Surplus Property to the City and Property Exchange Agreement between the Central Florida Expressway Authority, City of Apopka, Florida, and Bluescope Properties Group LLC
Project: 429-201
Parcel Number: 150

Board approval is requested of the attached Resolution declaring CFX property as surplus property and the proposed Property Exchange Agreement between CFX, the City of Apopka and Bluescope Properties Group LLC (“Bluescope”).

The Right of Way Committee met on November 16, 2022 and reviewed the attached memorandum with attachments and recommended Board approval of the Resolution and proposed Property Exchange Agreement. The exchange will provide the City of Apopka with a greater buffer to their existing nature preserve and will reduce the need for CFX to access an existing flood plain compensation property through Apopka’s nature preserve. The new retention pond location also provides CFX with a stabilized access easement directly from our system that will make maintenance of the pond and the now-adjacent flood plain compensation much more efficient. As consideration for exchanging the CFX Pond Property with the Replacement Pond Property, Bluescope will, at its sole cost and expense, design, permit, engineer, construct and excavate a replacement stormwater retention pond in accordance with the terms and conditions of the proposed Property Exchange Agreement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *LK*

DATE: November 8, 2022

SUBJECT: Property Exchange Agreement between the Central Florida Expressway Authority, City of Apopka, Florida, and Bluescope Properties Group LLC
Project: 429-201
Parcel Number: 150

BACKGROUND

The Central Florida Expressway Authority's predecessor in interest, Orlando-Orange County Expressway Authority (now "CFX"), acquired fee simple ownership of that certain real property known as Parcel 150 ("CFX Pond Property") for the construction, operation and maintenance of a stormwater retention pond serving the needs of State Road 429 ("Existing Pond"). The CFX Pond Property is depicted in the map attached hereto as **Attachment "A"** ("Map"). In order to minimize environmental impacts of development to the nearby environmentally sensitive wildlife park and to encourage development of the real property located adjacent to the CFX Pond Property, the City of Apopka ("City") requested CFX's consent to the relocation of the Existing Pond to real property located in Orange County contiguous to another current CFX floodplain compensation pond and in close proximity to the CFX Pond Property as depicted on the Map ("Replacement Pond Property"). A copy of the City's request is attached hereto as **Attachment "B"**.

As consideration for exchanging the CFX Pond Property with the Replacement Pond Property, the developer, Bluescope Properties Group LLC ("Bluescope"), will, at its sole cost and expense, design, permit, engineer, construct and excavate a replacement stormwater retention pond on the Replacement Pond Property ("Replacement Pond") and adjacent stormwater conveyance facilities conveying the stormwater drainage from State Road 429 to the Replacement Pond (collectively, the "Replacement Drainage Facilities") in accordance with the terms and conditions of the proposed Property Exchange Agreement attached hereto as **Attachment "C"** ("Agreement"). Pursuant to the terms of the Agreement, upon inspection and acceptance of the Replacement Pond by CFX, Bluescope will convey to the City, and the City will subsequently convey to CFX the Replacement Pond Property. Simultaneously with the conveyance of the Replacement Pond Property to CFX, CFX will convey to the City, who will subsequently convey to Bluescope, the CFX Pond Property. Upon recording of the special warranty deeds for the

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

Replacement Pond Property and CFX Pond Property, CFX will agree to execute a release of the existing limited access lines along the north, south and west boundaries of the CFX Pond Property, as reflected on the Map (“Existing LA Lines”).

Pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX’s General Engineering Consultant (“GEC”) have examined the proposed Replacement Pond Property and determined that the relocation of the Existing Pond and the exchange of the CFX Pond Property for the Replacement Pond Property and the release of the Existing LA Lines in accordance with the terms and conditions of the Agreement would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety. A copy of the certification is attached hereto as **Attachment “D”**. A copy of the draft Resolution Declaring Property as Surplus Property Available for Exchange, Authorizing the Transfer of Surplus Property to the City declaring the CFX Pond Property as surplus property subject to the terms and conditions of the Agreement and exchange of the Replacement Pond Property is attached hereto as **Attachment “E”**.

The proposed Agreement was prepared and provided to Bluescope and the City for review and consideration. The City and Bluescope have reviewed the Agreement and agree with its form. GEC has reviewed the proposed location, maintenance functions, and maintenance responsibilities set forth in the Agreement.

REQUEST

A recommendation by the Right-of-Way Committee for CFX Board’s approval of the Resolution Declaring Property as Surplus Property Available for Exchange, Authorizing the Transfer of Surplus Property to the City and Approval of the Agreement Between CFX, the City and Bluescope in a form substantially similar to the attached Agreement, subject to any minor or clerical modifications or revisions approved by the GEC, General Counsel or designee, subject to the following: (1) separate notice to the local government in which the CFX Pond Property and Existing LA Lines are located is not required; (2) the Existing LA Lines will not be released until the Replacement Pond Property is conveyed to, and accepted by, CFX; (3) a determination of valuation is cost prohibitive the exchange is of like property and is with another public entity; and (4) approval of the legal descriptions, deeds, and maintenance responsibilities by CFX’s General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

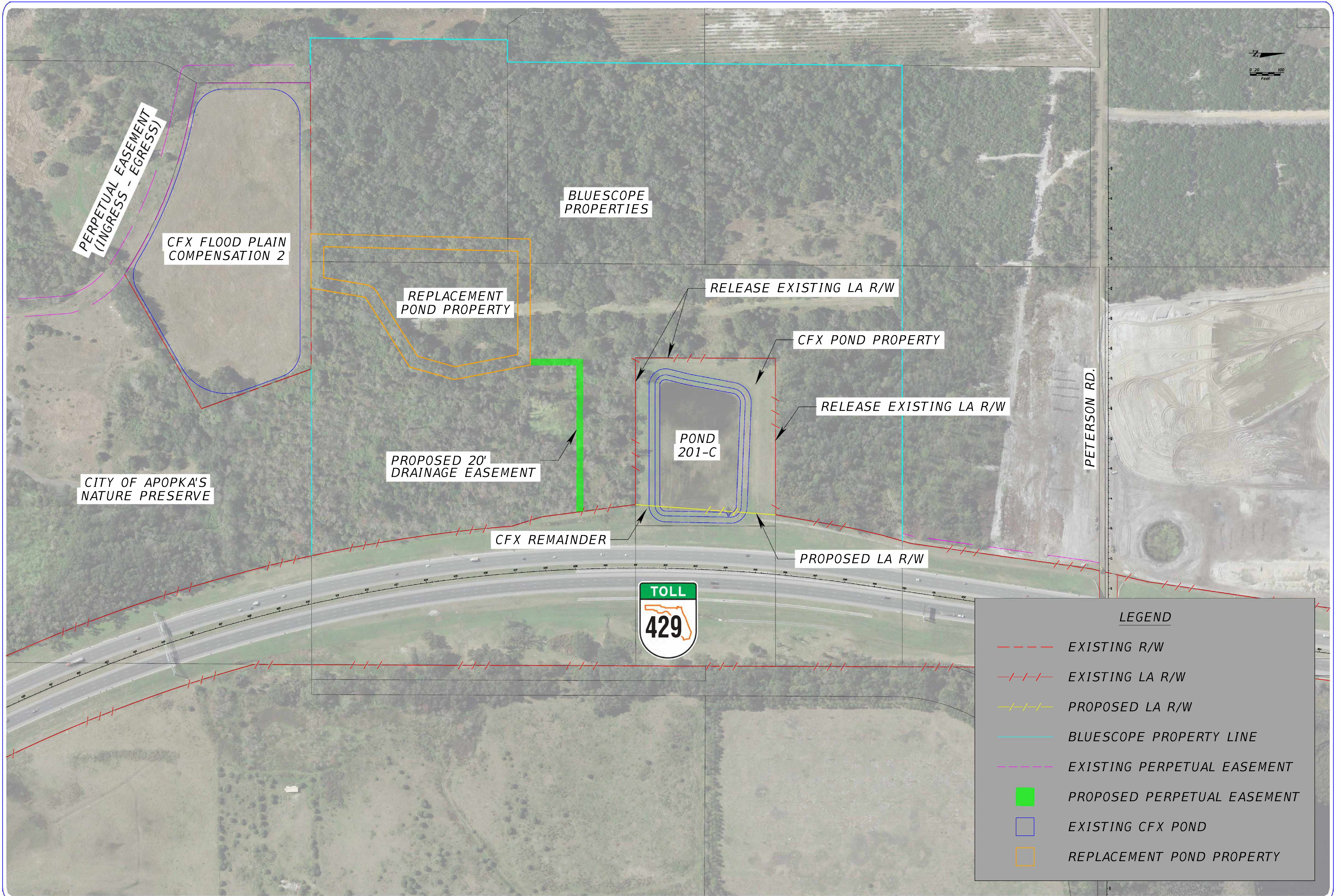
- A. Map
- B. Letter from the City of Apopka dated July 26, 2022



C. Property Exchange Agreement

D. Certificate from CFX's General Engineering Consultant

E. Resolution Declaring Property as Surplus Property Available for Exchange, Authorizing the Transfer of Surplus Property to the City



ROAD NUMBER	PROJECT NUMBER
SR 429	429-201



120 E. Main St. · APOPKA, FLORIDA 32703-5346
PHONE (407) 703-1700

July 26, 2022

Ms. Laura Kelley, Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Peterson Road Pond Relocation and Property Swap

Dear Ms. Kelley,

The City of Apopka is now known as a prime location for industrial development and interest for available properties on the northwest side of town is high, particularly for those properties near or adjacent to SR 429. The most obvious reason is the roadway network and easy access to SR 429. There are other reasons too, such as the future land use and zoning designations in place that allow all types of industrial land uses.

One of the largest industrial sites, Mid Florida Logistics Park, located west of SR 429 and south of US 441 is approaching full buildout. Its current tenants include Amazon, Coca-Cola, Goya, and Loew's. The City is working with a developer looking to expand Mid Florida Logistics Park to the south on the remaining undeveloped properties west of SR 429 and north of the City's wildlife park.

CFX has a pond near the middle of this area, Parcel ID 12-21-27-0000-00-008, that the City and developer would like to swap for a pond site further to the southwest. Relocating the pond is advantageous to the developer because it brings more flexibility in site layout and the potential to construct more leasable square feet on the site. The benefit of this swap to the City is the opportunity to provide a large buffer between the industrial development and the sensitive wildlife park.

The City is proposing to relocate the existing CFX pond to a location on the southwest corner of the development site, just north of the CFX owned floodplain compensation area (See Exhibit A). To make this proposed swap successful, the developer will convey to the City the 16 +/- acre area of the development site located on the southwest corner of their property to be used for the new pond that will accommodate CFX's stormwater and the developer's stormwater. The pond will become a City asset.

In exchange, the existing 6 +/- acre pond will be annexed into the City of Apopka and incorporated into the proposed development. The developer will also donate to the City the 10 +/- acre wetland on the southeast corner of their property. The result of this exchange will be a very large buffer between the industrial development and the wildlife park which is beneficial to the sensitive environment at the park and the experience visitors will have while at the park.

Page 2

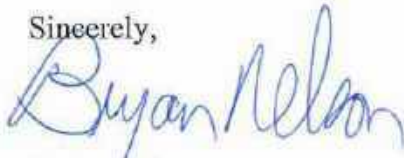
Ms. Laura Kelley, Executive Director

July 25, 2022

Under this scenario, CFX will maintain the same amount of stormwater capacity the existing pond provides, but will no longer have the responsibility for the pond maintenance and the expense that accompanies the maintenance. CFX will receive an easement to the pond so it is always accessible for inspection or other activities that need to take place on the pond site. Other options are available to make this swap work, such as separating CFX's pond from the City's portion of the pond that will be utilized by the developer, but the first scenario is most advantageous to CFX.

The City believes this is an opportunity for all parties involved, including the public. The park is a very important asset to the City and this swap provides us with the opportunity to protect and preserve the pristine conditions of the park as well as the wildlife that makes the park home. This is another opportunity for the City and CFX to partner on a meaningful project and I look forward to discussing this opportunity with you.

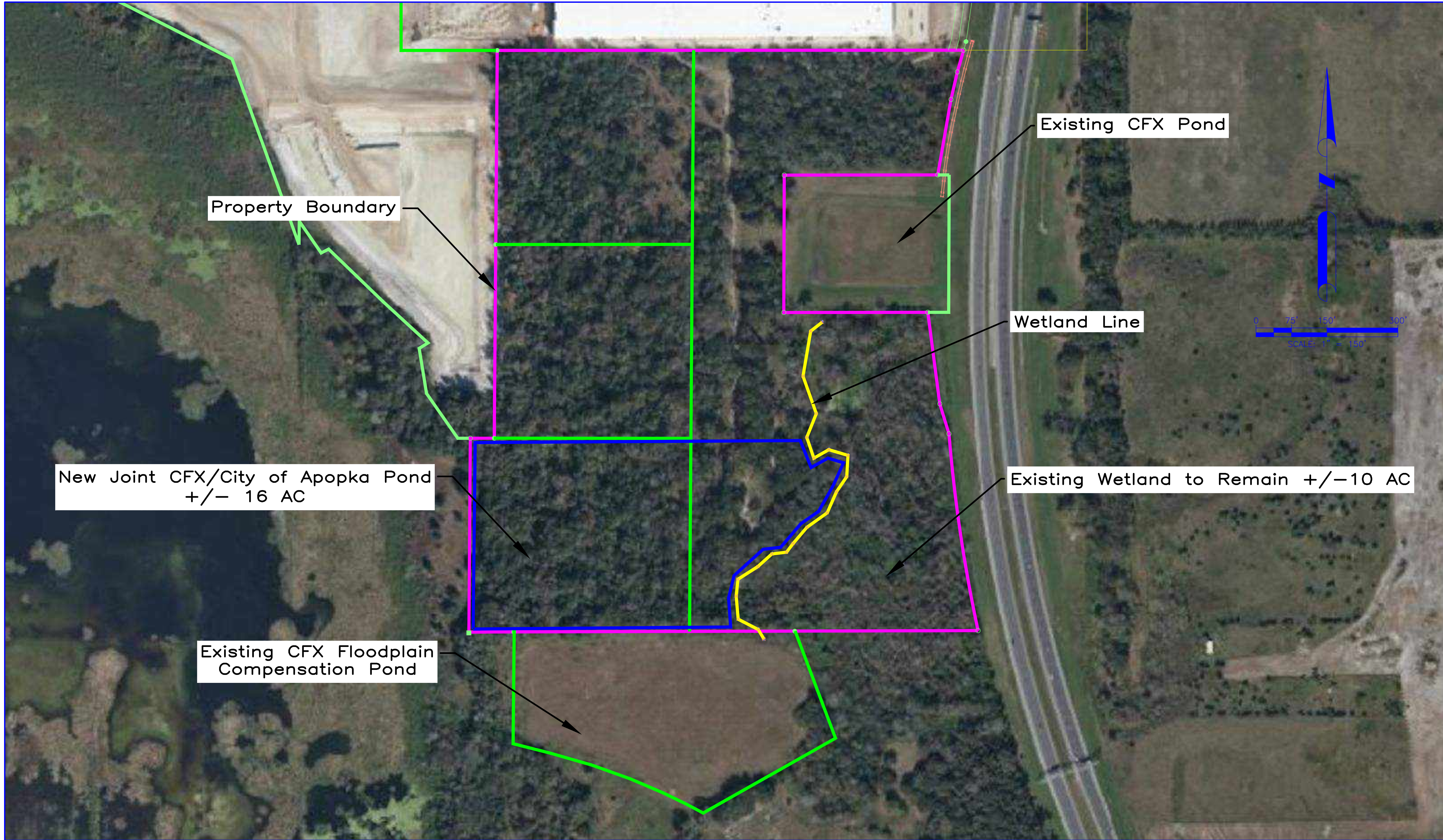
Sincerely,



Bryan Nelson
Mayor, City of Apopka

CC: Glenn Pressimone
Pamela Richmond

Attachment: Map



F:\ANC7\CAD\Exhibits\EXHIBIT 2022-06-24.dwg,6/24/2022 8:48:00 AM

DSE
DAVE SCHMITT
ENGINEERING, INC.
 12301 LAKE UNDERHILL RD., SUITE 241
 ORLANDO, FL 32828
 407-207-9088 FAX 407-207-9089
 Certification of Authorization #27471

CONTRACTOR "AS-BUILTS"
 I hereby state that these "As-BUILTS" were furnished to me by the contractor listed below. I, or an employee under my direct supervision have reviewed these "As-BUILTS" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon site observations of the construction.
 Contractor: _____ Engineer: _____
 Not valid without the signature and the original raised seal of a Florida Registered Engineer.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

EXHIBIT
MID-FLORIDA LOGISTICS PARK II
CITY OF APOPKA, FLORIDA

DATE: JUNE 2022
 PROJECT NO.: ANC-7
 DRAWN BY: MACK
 CHECKED BY: DMS
 SCALE: 1" = 150'
 SHEET: 1 OF 1

PROPERTY EXCHANGE AGREEMENT
(SR 429 Pond)

THIS PROPERTY EXCHANGE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined), by and between **CITY OF APOPKA**, a municipal corporation, whose address is 120 East Main Street, Apopka, Florida 32703 ("**City**"), **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**CFX**"), and **BLUESCOPE PROPERTIES GROUP LLC**, a Delaware limited liability company, whose address is 1540 Genessee Street, Kansas City, Missouri 64102 (or its permitted assigns being referred to herein as "**Developer**"). City, CFX and Developer are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**".

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the "**CFX Act**") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies;

WHEREAS, CFX is the fee simple owner of that certain parcel of real property consisting of approximately 5.41 +/- acres of real property located in unincorporated Orange County, Florida comprising a portion of Parcel Identification No. 12-21-27-0000-00-008 more particularly depicted in **Exhibit "A"** attached hereto and incorporated herein by reference ("**CFX Pond Property**");

WHEREAS, the CFX Pond Property is currently permitted and used as a stormwater detention pond ("**Existing Pond**") servicing the needs of State Road 429 ("**SR 429**") located adjacent to the CFX Pond Property;

WHEREAS, Developer is currently under contract to purchase (i) approximately 11.25 +/- acres of land located at Peterson Road in Apopka, Florida comprising Parcel Identification No. 12-21-27-0000-00-013 (the "**Long Long Hill Trust Property**"), (ii) approximately 33.8 +/- acres of land located in unincorporated Orange County, Florida comprising Parcel Identification No. 12-21-27-0000-00-007 (the "**Simpson Property**"), and (iii) approximately 10.12 +/- acres of land located in unincorporated Orange County, Florida comprising Parcel Identification No. 12-21-27-0000-00-012 (the "**Sessions Property**");

WHEREAS, portions of the Long Long Hill Trust Property, Simpson Property and Sessions Property comprising approximately 6.00 +/- acres and generally depicted in **Exhibit "A"** attached hereto ("**Replacement Pond Property**"), will be utilized for the construction of the Replacement Pond (as defined below);

WHEREAS, in order to achieve a balance between the environmental needs of City and the need for further development, City and Developer desire to enter into a transaction with the other Parties whereby City (following the transfer of the Replacement Pond Property from

Developer (or Developer's affiliate) to City) shall transfer, convey, and assign all right, title, and interest of City in and to the Replacement Pond Property to CFX in exchange for the simultaneous transfer, conveyance, and assignment to City of all right, title, and interest of CFX in and to the CFX Pond Property, following which, City shall transfer, convey and assign all of its right, title and interest in and to the CFX Pond Property to Developer (or Developer's affiliate);

WHEREAS, in order to maintain and fulfill the stormwater capacity needs of SR 429, Developer has agreed to design, permit and construct on the Replacement Pond Property, at no cost or expense to CFX, prior to transfer of the Replacement Pond Property from Developer to City, a stormwater retention pond, and any necessary conveyance and access facilities, improvements, or infrastructure thereto, providing the same or similar benefit to SR 429 as the Existing Pond (collectively, the "**Replacement Pond**");

WHEREAS, CFX has agreed to exchange its fee simple ownership of the CFX Pond Property for the fee simple ownership of the Replacement Pond Property, the easements rights set in the Easement Areas (hereinafter defined), and the Developer's obligation to design, permit and construct the Replacement Pond on a portion of the Replacement Pond Property, all in accordance with the terms and conditions hereof; and

WHEREAS, CFX, City and Developer desire to enter into this Agreement memorializing the terms and conditions of the exchange of the CFX Pond Property for the Replacement Pond Property.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Definitions**. For the purposes of this Agreement, the terms provided herein shall have the following definitions:

a. "**Approval**" or "**Approved**" shall mean final approval by the applicable Governmental Authorities and the expiration of all appeal periods for the same without an appeal being filed, with such matter being approved containing no terms, conditions, or provisions that are unsatisfactory or objectionable to CFX in its sole, exclusive and absolute discretion.

b. "**Governmental Authorities**" shall mean the City and any and all federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the CFX Pond Property or Replacement Pond Property or any portion thereof, and whose approval is required for the construction of Replacement Pond, including without limitation, the United States Army Corps of Engineers, the City, the Florida Department of Environmental Protection, the Florida Department of Transportation, and the St. Johns River Water Management District, as applicable.

c. "Permits" shall mean all permits, approvals, licenses, authorizations, and development entitlements of or from all Governmental Authority(ies), including, without limitation, the St. Johns River Water Management District, the Florida Department of Environmental Protection, and the Florida Department of Transportation, consents from all private parties with rights of consent or approval required to construct, operate and maintain the Replacement Pond and the Easements (hereinafter defined) and to abandon, fill and modify the Existing Pond, including: (i) any entitlements required to construct, install, operate and maintain the Replacement Pond; (ii) all preliminary and final site plans; and (iii) all applicable water management district, Florida Department of Environmental Protection and United States Army Corps of Engineers approvals, or determinations of no jurisdiction, as applicable.

3. **Agreement to Exchange.** City shall transfer, assign, and convey to CFX and CFX shall acquire from City, fee simple ownership of the Replacement Pond Property and the easement interests in the Easement Areas in the manner and upon the terms and conditions set forth in this Agreement. Simultaneously with the transfer and conveyance of the Replacement Pond Property from City to CFX, CFX agrees to transfer, assign, and convey to City and City agrees to acquire from CFX the fee simple ownership of the CFX Pond Property in the manner and upon the terms and conditions set forth in this Agreement. Simultaneously with the transfer and conveyance of fee simple ownership of the CFX Pond Property from CFX to City, City shall transfer, assign, and convey all of its right, title and interest in and to the fee simple ownership of the CFX Pond Property to Developer in the manner and upon the terms and conditions set forth in this Agreement. Following the conveyance of the CFX Property by City to Developer, Developer shall convey or dedicate to the City a portion of the Simpson Property currently designated as wetlands, and the exact location, acreage and legal description thereof shall be determined by Developer and reasonably approved by City prior to the Escrow Date.

4. **Property.** For purposes of this Agreement and subject to the terms and conditions hereof, the term "CFX Pond Property" shall also include all of CFX's right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith; (ii) all improvements, buildings, and fixtures, if any, situated thereon; (iii) all permits, approvals, authorizations, development rights, entitlements, vested rights, benefits, rights, privileges, exemptions, impact, and licenses relating to, associated with, or affecting any such property; (iv) all right, title, and interest of CFX in and to any street, road, alley, or avenue adjoining such property; and (v) all of CFX's right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such property; provided, however, CFX shall reserve the LA Lines (hereinafter defined) more specifically set forth herein.. For purposes of this Agreement, the term "Replacement Pond Property" shall also include all of City's and Developer's right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith; (ii) all improvements, buildings, and fixtures, if any, situated thereon; (iii) all permits, approvals, authorizations, development rights, entitlements, vested rights, benefits, rights, privileges, exemptions, impact, and licenses relating to, associated with, or affecting any such property which CFX approves and accepts (iv) all right, title, and interest of City and Developer in and to any street, road, alley, or avenue adjoining such property; and (v) all of City's right, title and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such property.

5. **Consideration.** The Parties agree that the Replacement Pond Property, as improved by the Replacement Pond and Replacement Drainage Facilities (hereinafter defined), and Easement Areas shall be exchanged as consideration for the CFX Pond Property.

6. **Delivery of Due Diligence Materials.**

a. **Replacement Pond Property Due Diligence Materials.** CFX hereby acknowledges that Developer has provided all third-party reports, studies and survey conducted on the Replacement Pond Property by consultants engaged by Developer in connection with its acquisition of the Replacement Pond Property (collectively, the “**Developer’s Prior Studies**”) for CFX’s use in determining, in its sole and absolute discretion, the suitability of the Replacement Pond Property for CFX’s Intended Use (as defined below). Following CFX’s written request, Developer shall use commercially efforts to cause any and all of the Developer’s Prior Studies be certified to CFX, at Developer’s sole cost and expense. Developer makes no warranties or representations regarding the Developer’s Prior Studies delivered to CFX by Developer, and CFX assumes all risk of relying thereon.

b. **CFX Pond Property Due Diligence Materials.** Within five (5) business days after receipt of a written request from the Developer, CFX agrees to provide to Developer and City copies of any and all documentation, reports, studies, surveys, audits, or reports of any such investigations, studies, examinations, surveys, and inspections conducted on the CFX Pond Property (“**CFX’s Prior Studies**”) requested by Developer for Developer’s use in determining, in its sole and absolute discretion, the suitability of the CFX Pond Property for the Developer’s Intended Use (as defined below). Following Developer’s written request, CFX shall use commercially efforts to cause any and all of the CFX’s Prior Studies be certified to Developer, at Developer’s sole cost and expense. CFX makes no warranties or representations regarding the CFX’s Prior Studies delivered to the City and Developer by CFX, and City and Developer assumes all risk of relying thereon.

7. **Inspection Period.**

a. **Inspection of Replacement Pond Property.** CFX shall have three (3) business days from the Effective Date (“**Review Period**”) to review the Developer’s Prior Studies and to determine, in CFX’s sole and absolute discretion, whether the Developer’s Prior Studies are sufficient and acceptable for CFX to determine the suitability of the Replacement Pond Property and Easement Areas for the Replacement Pond and Replacement Drainage Facilities, and the overall general stormwater drainage needs of SR 429 (“**CFX’s Intended Use**”). To the extent CFX, in its sole and absolute discretion, is not satisfied with or unable to determine the suitability of the Replacement Pond Property and Easement Areas for CFX’s Intended Use after review of the Developer’s Prior Studies, CFX shall have the right, in its sole and absolute discretion, to (i) within thirty (30) days after the Effective Date (“**Inspection Period**”), enter upon the Replacement Pond Property and Easement Areas with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which CFX, in its discretion, deems reasonably necessary or desirable to determine the suitability of the Replacement Pond Property for CFX’s Intended Use, subject to reimbursement by Developer at the Closing of any such third-party out of pocket costs or expenses incurred by CFX for conducting any such inspections, examinations, surveys, tests or studies (provided that as a condition to such reimbursement, Developer delivers

its prior written approval of such costs and expenses, such approval not to be unreasonably withheld); and (ii) require Developer, at Developer's sole cost and expense, provide any additional surveys, tests, studies or inspections, or provide any updates, certifications, or endorsements to the Developer's Prior Studies, or undertake any other actions which CFX, in its sole discretion, deems reasonably necessary or desirable to determine the suitability of the Replacement Pond Property for the CFX's Intended Use. Notwithstanding anything to the contrary provided herein, prior to any entry by CFX or its agents and engineers, CFX shall notify Developer in writing at least forty-eight (48) hours prior to such proposed entry, and CFX and its agents and engineers shall not enter upon the Replacement Pond Property without Developer's express written approval. CFX may exercise one or both of the rights and privileges set forth in subsections (i) and (ii) above by providing written notice to Developer and City of such intention no later than the last day of the Review Period. The privilege outlined in subsection (i) above shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the Replacement Pond Property and Easement Areas. The parties covenant and agree that such activities will not cause any harm to the Replacement Pond Property or Easement Areas and that the Replacement Pond Property and Easement Areas will be restored to the same condition as existed immediately prior to CFX's inspection activities pursuant to this section. CFX may exercise the option outlined in subsection (ii) above by providing written notice to Developer outlining with specificity the types of investigations, studies, examinations, surveys, and inspections, or updates, endorsements or certifications to the Developer's Prior Studies reasonably required by CFX to ensure the Replacement Pond Property is suitable for use by CFX for CFX's Intended Use. Notwithstanding anything contained herein to the contrary, CFX may, in its sole and absolute discretion, waive CFX's rights under the Review Period and/or Inspection Period by providing written notice to the Developer of such waiver at any time on or before the Effective Date or expiration of the Review Period.

In the event CFX determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to develop the Replacement Pond Property or Easement Areas for CFX's Intended Use or that it is not satisfied as to any other matter set forth above, or any other matter(s) which CFX deems relevant, then in such event CFX may, in CFX's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Developer and City prior to the expiration of the Inspection Period and in such event the Parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event CFX fails to notify Developer and City in writing within the Inspection Period that CFX is satisfied, in CFX's sole discretion, with CFX's inspections of the Replacement Pond Property and Easements and that CFX intends to proceed with the exchange of Replacement Pond Property and CFX Pond Property, this Agreement shall automatically terminate and be null and void and neither party shall have any further liability or obligation hereunder except as otherwise provided herein.

b. Inspection of CFX Pond Property. During the period from the Effective Date until 6:00 p.m. Eastern time on the date that is sixty (60) days thereafter (the "**Developer Inspection Period**"), the Developer shall have the right to review the CFX's Prior Studies and to determine, in the Developer's sole and absolute discretion, whether CFX's Prior Studies are sufficient and acceptable for Developer to determine the suitability of the CFX Pond Property for the Developer's

intended use of the CFX Pond Property ("**Developer's Intended Use**"). To the extent Developer, in its sole and absolute discretion, is not satisfied with or unable to determine the suitability of the CFX Pond Property for the Developer's Intended Use after review of CFX's Prior Studies, Developer shall have the right, in its sole and absolute discretion, during the Developer Inspection Period to enter upon the CFX Pond Property with its agents and engineers as needed to inspect, examine, survey, and otherwise undertake those actions which Developer, in its discretion, deems reasonably necessary or desirable to determine the suitability of the CFX Pond Property for the Developer's Intended Use; provided, however, in no event shall Developer conduct any testing, studies, or investigations that would adversely impact or interfere with the use, operation and maintenance of the Existing Pond on the CFX Pond Property, as determined by CFX in its sole and absolute discretion. Developer shall, at any time during the Developer Inspection Period, have the privilege of going upon the CFX Pond Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which the Developer, in its discretion, deems reasonably necessary or desirable to determine the suitability of the CFX Pond Property for the Developer's Intended Use. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the CFX Pond Property. The parties covenant and agree that such activities will not cause any harm to the CFX Pond Property and that the CFX Pond Property will be restored to the same condition as existed immediately prior to Developer's inspection activities pursuant to this section. Notwithstanding anything contained herein to the contrary, Developer may, in its sole and absolute discretion, waive the Developer's rights under the Developer Inspection Period by providing written notice to CFX of such waiver at any time on or before the Effective Date or expiration of the Developer Inspection Period.

Developer shall at all times indemnify, save harmless and defend CFX from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which CFX may suffer, sustain or incur by reason of the exercise or Developer's right under this section, including, without limitation, any damage to the CFX Pond Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the CFX Pond Property or any part thereof, provided, however, Developer shall not be required to indemnify CFX for any of the foregoing to the extent arising a result of or in connection with (i) any negligence or willful misconduct on the part of CFX or any of its agents, employees, contractors or other representatives, or (ii) the mere discovery of any condition existing at the CFX Pond Property. This provision shall survive the Closing (hereinafter defined), as applicable, or earlier termination of this Agreement.

In the event Developer determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to develop the CFX Pond Property for Developer's Intended Use or that it is not satisfied as to any other matter set forth above, or any other matter(s) which Developer deems relevant, then in such event Developer may, in Developer's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to CFX and City prior to the expiration of the Developer Inspection Period and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event

Developer fails to notify CFX in writing within the Developer Inspection Period that Developer is satisfied, in Developer's sole discretion, with Developer's inspections of the CFX Pond Property and that Developer intends to proceed with the exchange of Replacement Pond Property and CFX Pond Property, this Agreement shall automatically terminate and be null and void and neither party shall have any further liability or obligation hereunder except as otherwise provided herein.

Developer shall maintain, and shall cause each of its contractors performing inspections on the CFX Pond Property on its behalf to maintain, a policy or policies of commercial general liability insurance, with a combined single limit of not less than \$1,000,000 and \$2,500,000 in the aggregate protecting CFX from claims, actions, losses, and liability relating to entries by or on behalf of the Developer onto the CFX Pond Property. This policy shall name CFX and their officers, directors, employees, and agents as additional insureds. This policy shall be underwritten by an insurance company meeting CFX's reasonable approval. Developer shall deliver to CFX a certificate or other evidence of such insurance before entering onto, or causing entry by another onto, the CFX Pond Property. This subsection shall survive the Closing and termination of this Agreement, whatever the reason for termination.

8. **Surveys.** Developer shall, within ninety (90) days after the Effective Date, at its sole cost and expense, obtain separate and distinct recertified or new current surveys of the CFX Pond Property and Replacement Pond Property (collectively the "New Surveys") prepared by a registered surveyor, licensed in the State of Florida ("Surveyor"). Each of the New Surveys shall locate all improvements, if any, situated upon the CFX Pond Property and Replacement Pond Property (collectively, the "Properties") and shall locate and identify with the relevant recorded information all utility lines and access, easements, streets, rights-of-way and other man-made objects, and locate all other matters not of record which are ascertainable by a visual inspection of the Properties. The New Surveys shall identify any portion of the Properties which are within a flood plain or which is subject to the jurisdiction of the Department of Environmental Protection, the Army Corps of Engineers, the St. Johns River Water Management District or any agency of Orange County. The New Surveys shall also determine and certify within one-one hundredth (1/100th) of an acre the total acreage contained within the boundaries of the Properties. The New Surveys shall be certified to CFX, City, CFX's attorney, City Attorney and the Title Company (as defined below), and shall certify that the New Surveys were prepared in accordance with the ALTA/ACSM land survey requirements and the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 61G-17, Florida Administrative Code and Section 427.027, Florida Statutes. The New Surveys shall also contain such other matters as are reasonably required by the Title Company. The Surveyor's seal shall be affixed to the New Surveys.

The Parties acknowledge that, subject to written approval by the Parties, the legal descriptions resulting from such New Surveys shall be substituted for the tax parcel description and depictions of the CFX Pond Property, Replacement Pond Property, Easement Areas, and LA Lines (hereinafter defined) set forth in **Exhibits "A" and "B"**, respectively, and such substituted legal descriptions shall be used in the conveyance documents to be delivered to the Escrow Agent by the Developer, City and CFX, as applicable. The above-referenced process for finalizing the legal description of the CFX Pond Property shall not serve as grounds for CFX or City to terminate this Agreement. CFX and City hereby waive any claim or defense that this Agreement is not

binding and enforceable due to the lack of specificity in the legal descriptions of the Properties being exchanged pursuant to the terms hereof.

9. Evidence of Title.

a. Replacement Pond Title Commitment. CFX hereby acknowledges its receipt of (i) that certain Title Commitment No. 10029874 issued by Lowndes, Drosdick, Doster Kantor & Reed, as agent for Fidelity National Title Insurance Company, with a commitment date of December 22, 2021 at 8:00 a.m. (the "**Simpson Commitment**"), (ii) that certain Title Commitment No. 10318780 issued by Fidelity National Title Insurance Company with a commitment date of September 6, 2022 at 5:00 p.m. (the "**Sessions Commitment**") and (iii) that certain Title Commitment No. 10318816 issued by Fidelity National Title Insurance Company with a commitment date of September 2, 2022 at 5:00 p.m. (individually, the "**Long Long Hill Trust Commitment**", and together with the Simpson Commitment and Sessions Commitment, the "**Existing Commitments**"), together with copies of a copy of all exceptions referred to in the Simpson Commitment, Sessions Commitment and Long Long Hill Trust Commitment. During the Inspection Period, Developer shall obtain and deliver to CFX, at Developer's expense, a separate, current title insurance commitment insuring title to the Replacement Pond Property and Easement Areas and a copy of all exceptions referred to therein ("**Replacement Pond Title Commitment**") from Fidelity National Title Insurance Company (the "**Title Company**").

b. CFX Pond Title Commitment. During the Inspection Period, Developer shall obtain (with CFX's reasonable cooperation), at Developer's expense, a separate title insurance commitment from Title Company insuring title to the CFX Pond Property and a copy of all exceptions referred to therein ("**CFX Pond Title Commitment**").

c. Title Policies. The Replacement Pond Title Commitment and CFX Pond Title Commitments (collectively, the "**Title Commitments**") shall irrevocably obligate the Title Company to issue ALTA title insurance policies approved for issuance in the State of Florida (individually referred to herein as the "**Title Policy**"), which shall insure CFX's fee simple title to the Replacement Pond Property, together with any appurtenant easements, and Developer's fee simple title to the CFX Pond Property together with any appurtenant easements, respectively. The value of the Title Policy for the Replacement Pond Property shall be no less than the original value of the CFX Pond Property when acquired by CFX plus any costs to improve the CFX Pond Property and install and construct the Existing Pond. City may, in its sole and absolute discretion, elect to assign this obligation to Developer.

d. Title and Survey Objections.

i. CFX's Objection to New Title Defects. Within ten (10) days after CFX's receipt of the latter of the New Survey for the Replacement Pond Property and the Replacement Pond Title Commitment, CFX shall provide Developer and City with notice of any matters set forth in the New Survey for the Replacement Pond Property or Replacement Pond Title Commitment (as applicable) which are unacceptable to CFX in its commercially reasonable discretion and do not appear in the Existing Commitments (other than encumbrances of an ascertainable amount which shall be paid and released as of the date of Closing and matters that do not materially and adversely affect CFX's Intended Use of the Replacement Pond Property in

CFX's commercially reasonable discretion), which matters shall be referred to herein as "**New Replacement Pond Title Defects**"). Any matters set forth in the Replacement Pond Title Commitment or New Survey for the Replacement Pond Property, which are approved or deemed approved by CFX (e.g., CFX does not timely object or such matter is not objectionable pursuant to the terms hereof) shall be referred to collectively herein as the "**CFX Permitted Exceptions**". Developer shall have thirty (30) days after receipt of the aforesaid notice from CFX (or if such cure cannot be completed within such 30-day period, then such additional period as may be required for Developer to complete such cure provided that Developer has commenced the cure and is diligently pursuing same within the initial 30-day period) ("**Developer's Cure Period**") within which to use its diligent best efforts to cure such New Replacement Pond Title Defects to the reasonable satisfaction of CFX and the Title Company; provided, that Developer shall not be obligated to cure any of the New Replacement Pond Title Defects and CFX shall not be entitled to object to any encumbrances of an ascertainable amount which shall be paid and released as of the date of the Closing and matters that do not (in CFX's commercially reasonable discretion) materially and adversely affect CFX's Intended Use of the Replacement Pond Property. In the event Developer fails or refuses to cure any objectionable Replacement Pond New Title Defect within Developer's Cure Period (subject to extension as described above), then CFX may at its option by delivering written notice thereof to City within five (5) business days after expiration of Developer's Cure Period (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) accept title to the Replacement Pond Property subject to such Replacement Pond New Title Defect. It is specifically understood and agreed that, without limitation, CFX hereby objects to and will require the removal, correction or deletion of (i) all standard exceptions set forth in the Replacement Pond Title Commitment except for taxes for the year of the Closing and thereafter which are not yet due and payable, and (ii) any gap, overlap, boundary dispute, hiatus or material and adverse encroachment identified on the New Survey for the Replacement Pond Property. At the Closing, City (or Developer's affiliate, as applicable) shall provide the Title Company with such affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the title policy.

ii. Developer's Objection Period. Within ten (10) days after the receipt of the latter of the New Survey for the CFX Pond Property or the CFX Pond Title Commitment, Developer and City shall provide CFX with notice of any matters set forth in such New Survey or the CFX Pond Title Commitment which are unacceptable to Developer (other than encumbrances of an ascertainable amount which shall be paid and released as of the date of the Closing, which matters shall be referred to herein as "**Developer Title Defects**"). Any matters set forth in the CFX Pond Title Commitment or Surveys to which City does not timely object shall be referred to collectively herein as the "**Developer Permitted Exceptions**". CFX shall have thirty (30) days after receipt of the aforesaid notice from City or Developer ("**CFX's Cure Period**") within which to use its diligent best efforts to cure such City Title Defects to the satisfaction of City and the Title Company. Notwithstanding the foregoing, CFX has no obligation to cure any of the Developer Title Defects. In the event CFX fails or refuses to cure any City Title Defect within CFX's Cure Period, then Developer may at its option by delivering written notice thereof to CFX within five (5) business days after expiration of CFX's Cure Period (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) accept title

to the Replacement Pond Property subject to such City Title Defect. It is specifically understood and agreed that, without limitation, Developer hereby objects to and will require the removal, correction or deletion of (i) all standard exceptions set forth in the CFX Pond Title Commitment except for taxes for the year of the Closing and thereafter which are not yet due and payable, and (ii) any gap, overlap, boundary dispute, hiatus or encroachment identified on the Surveys which affects the CFX Pond Property. At the Closing, CFX shall provide the Title Company with such affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy for the CFX Pond Property.

e. No Additional Encumbrances. From and after the Effective Date, City, Developer and CFX shall not, without obtaining the other Parties' prior written consent in each instance, affirmatively create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement or legal or equitable interest, which in any way materially and adversely affects or restricts CFX's Intended Use of the Replacement Pond Property or Developer's Intended Use of the CFX Pond Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Effective Date and those that will be satisfied and released of record at the Closing. The Parties hereto hereby covenants that each party shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements and agreements through the date of the Closing hereunder.

10. Conditions Precedent to Obligation to Close.

a. CFX's Conditions to Close. CFX's obligation to convey the CFX Pond Property to City and accept the Replacement Pond Property from City shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "CFX's Conditions to Close") on or before the Closing Date (hereinafter defined):

i. The representations, warranties and covenants of the City and Developer contained in this Agreement shall be true and correct as of the Closing Date in all material respects.

ii. City has acquired fee simple title to the Replacement Pond Property, and City and Developer (as applicable) shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by the City or Developer (as applicable) at or prior to the Closing.

iii. The Replacement Pond Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event.

iv. CFX and Developer shall have agreed upon the form, manner, location and content of the Easement Agreements (hereinafter defined) conveying the Drainage Easement in the Drainage Easement Area and the Access Easement in the Access Easement Area (collectively, the "Easements").

v. Developer shall have completed the design, permitting, and construction of the Replacement Pond and Replacement Drainage Facilities in accordance with Section 12 hereof, and CFX shall have inspected and accepted the Replacement Pond and Replacement Drainage Facilities accordance with Section 12 hereof. Additionally, Developer, at Developer's expense, shall have obtained and received any and all Permits or Approvals reasonably required to permit CFX to operate and maintain the Replacement Pond on the Replacement Pond Property.

vi. The Title Company is unconditionally bound to issue the Title Policy for the Replacement Pond Property in favor of CFX in the full amount of the value of the Replacement Pond Property, subject to the CFX Permitted Exceptions.

vii. Developer shall have acquired fee simple title to the Replacement Pond Property.

b. City's Conditions to Close. City's obligation to convey the Replacement Pond Property to CFX and accept the CFX Pond Property from CFX, and to convey the CFX Pond Property to Developer and accept the Replacement Pond Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "City's Conditions to Close") on or before the date or dates hereinafter specifically provided and in no event later than the Closing Date:

i. Conveyance of Replacement Pond Property to CFX and Acceptance of CFX Pond Property:

(1) The representations, warranties and covenants of CFX contained in this Agreement shall be true and correct as of the Closing Date in all material respects.

(2) City has acquired fee simple title to the Replacement Pond Property and CFX shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by CFX on or prior to the Closing.

ii. Conveyance of CFX Pond Property to Developer and Acceptance of Replacement Pond Property:

(1) Developer shall have completed the design, permitting, and construction of the Replacement Pond and Replacement Drainage Facilities in accordance with Section 12 hereof, and CFX shall have inspected and accepted the Replacement Pond and Replacement Drainage Facilities accordance with Section 12 hereof.

(2) City has acquired fee simple title to the CFX Pond Property and Developer shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Developer on or prior to the Closing.

c. Developer's Conditions to Close. Developer's obligation to convey the Replacement Pond Property to City and accept the CFX Pond Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Developer's Conditions to Close**") on or before the Closing Date:

i. The representations, warranties and covenants of CFX and contained in this Agreement shall be true and correct as of the Closing Date in all material respects.

ii. CFX and Developer shall have agreed upon the form, manner, location and content of the Easement Agreements.

iii. CFX and City shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by the CFX and City (as applicable) at or prior to the Closing.

iv. Developer shall have completed the design, permitting, and construction of the Replacement Pond and Replacement Drainage Facilities in accordance with Section 12 hereof, and CFX shall have inspected and accepted the Replacement Pond and Replacement Drainage Facilities accordance with Section 12 hereof.

v. Developer shall have acquired fee simple title to the Replacement Pond Property.

vi. The Title Company is unconditionally bound to issue the Title Policy for the CFX Pond Property in favor of Developer, subject only to the Developer Permitted Exceptions.

d. Waiver of Conditions to Close. The Parties shall exercise commercially reasonable, diligent and good faith efforts to cause their respective Conditions to Close to be satisfied. The Parties may at any time or times on or before the Closing, at each of their election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such exchange, but any such waiver shall be effective only if contained in writing signed by CFX, City or Developer, as applicable, and delivered to the other Party as to the applicable Conditions to Closing. In the event any of the foregoing Conditions to Closing or other conditions to this Agreement are not fulfilled or waived by the applicable Parties prior to the Closing Date, the Party who is benefited by such Conditions to Closing may elect, as its sole and exclusive remedy, to: (i) extend the Escrow Date and Closing Date, as applicable, for such period of time as mutually agreed upon by the Parties, to allow the applicable Party to satisfy such Condition to Closing, (ii) terminate this Agreement; or (iii) waive any outstanding Conditions to Close and proceed to close and exchange the Replacement Pond Property and CFX Pond Property.

11. Closing Date and Closing Procedures and Requirements.

a. Closing Date. Except as otherwise extended pursuant to Section 10.d. hereof, the closing of the transfer of the Replacement Pond Property from Developer to City, the CFX Pond Property from CFX to City, as applicable, and the subsequent transfer of the Replacement Pond Property from the City to CFX and the CFX Pond Property from City to Developer under this Agreement (the "**Closing**") shall be held simultaneously on the date that is

thirty (30) days after CFX's acceptance or deemed acceptance of the Replacement Pond and Replacement Drainage Facilities in accordance with Section 12 hereof, or such other date mutually agreed upon by the Parties by providing not less than ten (10) days' prior written notice to City (the "Closing Date") by mail or courier, or any other place which is mutually acceptable to the Parties. The Parties understand and agree that the Replacement Pond Property shall be immediately and simultaneously conveyed from City to CFX at the Closing upon receipt by the City from the Developer of the Special Warranty Deed (as defined below) for the Replacement Pond Property. The Parties understand and agree that the CFX Pond Property shall be immediately and simultaneously conveyed from City to the Developer at the Closing upon receipt by the City from CFX of the Special Warranty Deed for the Replacement Pond Property. The Parties shall direct the Title Company to record the Vesting Deeds immediately prior to the recordation of the Special Warranty Deeds vesting fee simple ownership of the Replacement Pond Property in CFX and vesting fee simple ownership of the CFX Pond Property in Developer.

b. Delivery of Possession.

i. Title to the fee simple interest in the Replacement Pond Property and the Easements in the Easement Areas shall transfer to CFX as of the Closing Date, unless otherwise mutually agreed upon by the Parties and, on or before said Closing Date, the City and Developer shall abandon and vacate the Replacement Pond Property and shall remove all personal property not included in this transaction from the Replacement Pond Property. Except as otherwise provided in the CFX Permitted Exceptions, the City shall surrender possession of the Replacement Pond Property to CFX at the Closing free of any tenancies, sub-tenancies, or encumbrances, or by separate agreement of the Parties entered into prior to the Closing. Any personal property or fixtures left by the City upon the Replacement Pond Property after the Closing Date shall be presumed to be abandoned, and CFX will have the right to remove and destroy such property or fixtures, subject to reimbursement from the City for the cost and expense of removing such property or fixtures.

ii. Title to the fee simple interests in the CFX Pond Property shall transfer to the Developer as of the Closing Date, unless otherwise mutually agreed upon by the Parties and, on or before said Closing Date, CFX and the City shall abandon and vacate the CFX Pond Property and may elect to remove all personal property not included in this transaction from the CFX Pond Property. Except as otherwise provided in the Developer Permitted Exceptions, CFX shall surrender possession of the CFX Property to the City at the Closing free of any tenancies, sub-tenancies, or encumbrances, or by separate agreement of the Parties entered into prior to the Closing. Any personal property or fixtures left by CFX or the City upon the CFX Pond Property after the Closing Date shall be presumed to be abandoned, and the Developer will have the right to remove and destroy such property or fixtures, at the Developer's sole cost and expense.

c. As-Is Condition. CITY AND DEVELOPER ACKNOWLEDGE, UNDERSTAND AND AGREE THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, THE CFX POND PROPERTY IS BEING CONVEYED BY CFX TO CITY IN ITS PRESENT PHYSICAL CONDITION, "AS-IS, WHERE-IS AND WITH ALL FAULTS", AND THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, CFX MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE

PHYSICAL CONDITION OF THE CFX POND PROPERTY. IN PARTICULAR, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, CFX MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOIL OR SUBSOIL CONDITIONS OF THE CFX POND PROPERTY AND SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CITY OR DEVELOPER FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY CITY OR DEVELOPER WHICH IS OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE SOIL OR SUBSOIL OF THE CFX POND PROPERTY OR ANY PORTION THEREOF. CITY AND DEVELOPER REPRESENT AND WARRANT TO CFX THAT CITY AND DEVELOPER ARE RELYING SOLELY ON THEIR OWN INVESTIGATION AND INSPECTION OF THE CFX POND PROPERTY AND THAT CITY AND DEVELOPER, ONCE CONVEYED BY CITY TO DEVELOPER, WILL TAKE TITLE TO THE CFX POND PROPERTY IN ITS CONDITION AS OF THE EFFECTIVE DATE, BASED SOLELY ON ITS OWN INVESTIGATION AND INSPECTION.

d. Prorating of Taxes and Assessments.

(i) Replacement Pond Property. Developer shall pay all taxes, assessments, and charges applicable to the Replacement Pond Property for the period of time prior to the Closing Date. All such taxes, assessments and charges shall be prorated as of the Closing Date. At the Closing, the Developer will pay to the Title Company, the Developer's pro rata share of all taxes, assessments and charges for the period of time prior to the Closing Date as determined by the applicable taxing governmental authorities against the Replacement Pond Property for the tax year in which closing occurs and shall comply with the provisions of Section 196.295, Florida Statutes.

(ii) CFX Pond Property. CFX shall pay all taxes, assessments, and charges applicable to the CFX Pond Property for the period of time prior to the Closing Date. All such taxes, assessments and charges shall be prorated as of the Closing Date. At the Closing, the CFX will pay to the Title Company, CFX's pro rata share of all taxes, assessments and charges for the period of time prior to the Closing Date as determined by the applicable taxing governmental authorities against the CFX Pond Property and shall comply with the provisions of Section 196.295, Florida Statutes.

e. Closing Costs. The Developer shall, at the Closing, pay: (i) the cost of recording the Special Warranty Deeds and Easement Agreements and documentary stamp taxes thereon delivered hereunder for the Closing of the CFX Pond Property and Replacement Pond Property; (ii) title insurance premiums, title search fees, and the premiums for any endorsements reasonably requested by the City or CFX, and all costs related to the issuance of the Title Policy insuring title to the Replacement Pond Property and the CFX Pond Property; (iii) all of the costs and expenses associated with the New Surveys or the sketch and legal descriptions, as applicable; and (iv) any and all cost and expenses associated with the inspections of the CFX Pond Property and any and all studies, inspections, or investigations required by CFX on the Replacement Pond Property, provided, that as a condition to payment of any costs and expenses under (iv), Developer must have approved of such costs and expenses in writing during the Inspection Period prior to CFX incurring same, failing which, CFX shall be responsible for such costs and expenses. All other costs incurred at the Closing shall be borne by the Parties in accordance with the custom and usage in Orange County, Florida; provided, however, in no event shall CFX incur any costs or

expenses related to the exchange contemplated herein, except for the payment of taxes and assessments due prior to the Closing Date.

f. General Closing Documents. No later than one (1) business day prior to the Closing Date ("**Escrow Date**"), Developer and CFX shall each execute and deliver to the Title Company to be held in escrow until the Closing a Special Warranty Deed (in form and substance reasonably approved by Developer and CFX) conveying their respective fee simple record title of the Replacement Pond Property and CFX Pond Property to the City, subject only to the CFX Permitted Exceptions and Developer Permitted Exceptions (as applicable)(collectively, the "**Vesting Deeds**"). The Parties shall execute and deliver the following for their respective transfers as of the Escrow Date and deliver same to the Title Company (collectively referred to herein with the Vesting Deeds as the "**Escrowed Documents**"): (i) a form of general assignment and assumption of Permits, Approvals and Other Intangible Property (in form and substance reasonably approved by Developer and CFX); (ii) a closing statement; (iii) an owner's affidavit sufficient to allow the Title Company to delete the applicable standard exceptions from the applicable Title Policy, including matters referenced in Section 627.7842(1)(b) and (c), Florida Statutes; (iv) an affidavit from Developer and CFX each certifying to the City that such Party is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include such the taxpayer identification numbers (as applicable) and address or a withholding certificate from the Internal Revenue Service stating that the Developer or CFX (as applicable) is exempt from withholding tax on the exchange of the Properties under FIRPTA); (v) an appropriate resolution from both CFX and Developer evidencing each Party's authority to engage in the transaction, and (vi) such other documents as are necessary to complete the transaction as contemplated herein. Each Party shall also sign and deliver such additional documents, and take such other actions, as may be necessary or appropriate to implement or perform provisions of this Agreement and allow the Title Company to insure Developer's ultimate title in and to the CFX Pond Property (and, if desired, any beneficial easements) and CFX's ultimate title in and to the Replacement Pond Property (and if desired, any beneficial easements).

At the Closing, the Title Company shall be authorized to release the Escrowed Documents from escrow if all Conditions to Close have been satisfied in accordance with the terms of this Agreement. The Developer shall execute and deliver the approved Easement Agreements in accordance with the terms hereof, and City shall simultaneously execute and deliver to Developer and CFX a special warranty deed (in substantially the same form received by City in connection with its acquisition of the Replacement Pond Property and CFX Pond Property) conveying its fee simple record title of the Replacement Pond Property and CFX Pond Property to the CFX and Developer, respectively (individually the "**Special Warranty Deed**", and together the "**Special Warranty Deeds**"), subject only to the CFX Permitted Exceptions and Developer Permitted Exceptions (as applicable). The Parties shall execute and deliver the following for their respective transfers at the Closing: (i) a form of general assignment and assumption of Permits, Approvals and Other Intangible Property (in form and substance substantially similar to the form provided to City in connection with its acquisition of the Replacement Pond Property and CFX Pond Property); (ii) a closing statement; (iii) an owner's affidavit sufficient to allow the Title Company to delete the applicable standard exceptions from the applicable Title Policy, including matters referenced in Section 627.7842(1)(b) and (c), Florida Statutes; (iv) affidavits from City certifying to Developer and CFX that such City is not a foreign person for purposes of the Foreign Investment

in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include such the taxpayer identification numbers (as applicable) and address or a withholding certificate from the Internal Revenue Service stating that the City is exempt from withholding tax on the exchange of the Properties under FIRPTA); (v) an appropriate resolution from the City evidencing the City's authority to engage in the transaction, and (vi) such other documents as are necessary to complete the transaction as contemplated herein. Each Party shall also sign and deliver such additional documents, and take such other actions, as may be necessary or appropriate to implement or perform provisions of this Agreement and allow the Title Company to insure Developer's title in and to the CFX Pond Property (and, if desired, any beneficial easements) and CFX's title in and to the Replacement Pond Property (and if desired, any beneficial easements).

Each closing document will be consistent with and will implement applicable provisions of this Agreement, and the form and content shall be subject to the reasonable approval of the Parties.

12. **Design and Construction of the Replacement Pond.**

a. **Planning and Design of the Replacement Pond.** During the Inspection Period, Developer shall, at its sole cost and expense, prepare and provide to CFX for review a fully designed and engineered drainage site plan with calculations ("**Drainage Site Plan**") evidencing the size, location, and configuration of the Replacement Pond, including, without limitation, any and all piping or conveyance facilities required for the drainage of stormwater from SR 429 to the Replacement Pond ("**Replacement Drainage Facilities**") and any demolition or disconnection of the facilities currently serving the Existing Pond. CFX, City and Developer agree and acknowledge that the actual location of the Replacement Pond will be based upon the Approval of the final, engineered site plan of and Permits for the Replacement Pond and Replacement Drainage Facilities. Developer shall use commercially reasonable diligence to design and engineer the Replacement Drainage Facilities in a location, shape, configuration, and manner substantially consistent with the approved Drainage Site Plan, or in such other similar size, location, configuration, or manner as may be mutually agreed upon by Developer and CFX, which consent shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the foregoing, Developer understands and agrees that Developer shall be required to obtain CFX's prior written approval of the size, configuration, materials, and location of the Replacement Drainage Facilities, and such approval shall not be unreasonably withheld, conditioned, or delayed, provided that in no event shall CFX be required to accept any size, location, materials, or configuration of the Replacement Drainage Facilities that does not provide the same or substantially similar stormwater drainage benefit to SR 429 as the Existing Pond, as more particularly described in that certain Florida Department of Environmental Protection (FDEP) Environmental Resource Permit #0262296 ("**Existing Permit**"), subject to any additional restrictions, enhancements, enlargements, or requirements reflected in the Permits and Approvals or otherwise required by the Governmental Authorities. CFX shall not be required to pay or incur any additional costs or expenses, including, without limitation, costs and expenses in connection with the design, permitting, or construction of the Replacement Pond or Replacement Drainage Facilities, or any other additional stormwater conveyance facilities and improvements required to relocate the Existing Pond to the location of the Replacement Pond, or if the Replacement Pond is further relocated or reconfigured to a location further from the boundaries of SR 429. The

Developer shall be required to design, permit, and construct the Replacement Pond and Replacement Drainage Facilities in accordance with the Permits and Approvals and to the size and capacity that would provide the same or substantially similar benefit to SR 429 for the conveyance, retention, and detention of stormwater from SR 429 to the Replacement Pond that the Existing Pond currently provides, as more particularly described in the Existing Permit, subject to any additional restrictions, enhancements, enlargements, or requirements reflected in the Permits and Approvals or otherwise required by the Governmental Authorities (collectively, the "**Minimum SW Requirements**") unless otherwise mutually agreed upon by CFX and Developer. Once the Parties have mutually agreed upon the size, location, materials and configuration of the Replacement Pond and Replacement Drainage Facilities, Developer shall prepare, or cause to be prepared, and provide to CFX the New Survey for the Replacement Pond Property with certified legal descriptions and sketches identifying the metes and bounds of all of Replacement Pond Property, as may be relocated or reconfigured, for review, approval, and inclusion in the Special Warranty Deeds from the Developer to City and City to CFX of the Replacement Pond Property.

b. Permitting of the Replacement Pond. Except as otherwise provided herein, Developer shall, at its sole cost and expense, promptly take any and all action reasonably necessary to secure the Permits to construct and excavate, and permit CFX to operate and maintain, the Replacement Pond and Replacement Drainage Facilities in accordance with the Drainage Site Plan and the terms and conditions hereof. To the extent required by the water management district and Florida Department of Environmental Protection, CFX shall, at no cost or expense to CFX, cooperate with the City and Developer and execute any and all permit applications required to effectuate the intent hereof.

c. Construction of the Replacement Pond. Except as otherwise provided herein, Developer, at its sole cost and expense, shall be responsible for (i) the excavation, construction and installation of the Replacement Pond and Replacement Drainage Facilities, (ii) the installation of any and all fencing around the perimeter of the Replacement Pond, and (iii) the construction, installation and excavation of the Replacement Pond and Replacement Drainage Facilities in good order and repair with the same or similar materials as currently used by CFX in the construction of a stormwater retention pond or conveyance facilities thereto, unless otherwise in writing by CFX, and in accordance with the Drainage Site Plan, all applicable Permits, and the terms and conditions of this Agreement. Developer shall engage a licensed contractor approved by the Florida Department of Transportation for the excavation, installation and construction of the Replacement Pond and Replacement Drainage Facilities. Developer hereby acknowledges and agrees that it shall not commence any activities with respect to the removal of existing drainage facilities connecting the Existing Pond to SR 429 until after the Closing. City and Developer shall be responsible at all times to ensure the continued stormwater drainage of SR 429 in favor of CFX as contemplated in this Agreement with only such limited interruptions as are reasonably necessary, and coordinated in advance with CFX to complete the switch over of services from the Existing Pond to the Replacement Pond. City and Developer shall notify CFX in writing at least ten (10) business days prior to the commencement of construction, installation and excavation of the Replacement Pond and Replacement Drainage Facilities and shall coordinate with the CFX throughout the construction of the Replacement Pond and Replacement Drainage Facilities in order to avoid or minimize any potential service disruptions, impairment or impediment to the stormwater drainage system of the Central Florida Expressway System. In furtherance of the foregoing, within ten (10) days after Developer's delivery of written notice to CFX, Developer

and CFX shall use good faith efforts to reach an agreement on a form of temporary access agreement to allow Developer to enter upon the real property owned by CFX and construct the Replacement Drainage Facilities in accordance with the approved Drainage Site Plan and this Agreement.

d. Inspection of the Replacement Pond. CFX, in its sole and absolute discretion, may procure the services of a construction, engineering and inspection engineering consultant ("CEI") to inspect, oversee, and monitor the excavation and construction of the Replacement Pond and Replacement Drainage Facilities to ensure the compliance with the terms of this Agreement, the Permits and the Drainage Site Plan. In the event CFX elects to retain the services of a CEI, Developer shall reimburse CFX at the Closing for any and all costs incurred by CFX for the services of the CEI related to this Agreement, provided that CFX hereby acknowledges and agrees that such costs shall not exceed \$10,000 without Developer's prior written approval, which approval shall not be unreasonably withheld.

e. Acceptance of the Replacement Pond. At such time that Developer has completed all of the construction, installation, and excavation of the Replacement Pond and Replacement Drainage Facilities as set forth in this Agreement, Developer shall deliver written notice of same to CFX for its review and approval, along with evidence, reasonably acceptable to CFX, of the completion of the Replacement Pond and Replacement Drainage Facilities, including, but not limited to, (i) such certificates of completion or similar evidence of acceptance of the subject improvements as are available from applicable Governmental Authorities, and (ii) an affidavit from the Developer's project engineer (in form and substance reasonably satisfactory to CFX and the CEI) that the construction, installation and excavation of the Replacement Pond and Replacement Drainage Facilities has been completed in accordance with the Permits, this Agreement, and Drainage Site Plan ("**Completion Notice**"). Within ten (10) business days after receipt of the Completion Notice from Developer, CFX and the CEI shall have the right, but not the obligation, to review and inspect the Replacement Pond and Replacement Drainage Facilities to ensure the Replacement Pond and Replacement Drainage Facilities have been constructed in substantial accordance with the Drainage Site Plan. In the event CFX elects to conduct an independent inspection of the Replacement Pond and Replacement Drainage Facilities, CFX shall notify Developer within five (5) business days after such independent inspection of any material deviations from the approved Drainage Site Plan that would be reasonably expected to materially and adversely affect CFX's Intended Use of the Replacement Pond Property (as determined by CFX in its commercially reasonable discretion), failing which, CFX shall be barred from objecting to any of the work performed with respect to the Replacement Pond and/or Replacement Drainage Facilities. Developer and CFX shall proceed in good faith and in a commercially reasonable, diligent manner to reach agreement on the necessary correction/completion/cure of any such deficiencies that have been timely identified by CFX within such five (5) business day period. Within thirty (30) days after CFX's inspection or the cure/completion of any such deficiencies identified by CFX or CEI, if any, Developer shall cause the New Survey for the Replacement Pond Property to be updated to depict the location of the completed Replacement Pond and Replacement Drainage Facilities. Upon receipt of such New Survey and written notice from CFX that the as-built survey is acceptable, CFX shall be deemed to have accepted the Replacement Pond and Replacement Drainage Facilities. Following the Closing, Developer shall take any and all action reasonably necessary to abandon and fill the Existing Pond, at no cost or expense to CFX. In no event shall any abandonment or fill of the Existing Pond or the conveyance facilities connecting

thereto interrupt, impede or disrupt the flow of stormwater to and from the Replacement Pond or Replacement Drainage Facilities, except as may be approved by CFX in writing. Following CFX's written request, Developer shall (to the extent transferrable) use commercially reasonable efforts to cause the applicable contractor(s) to transfer or assign any applicable warranties for the construction and installation of, and materials comprising, the Replacement Pond and Replacement Drainage Facilities located exclusively on the Replacement Pond Property; provided, however, such transfer or assignment shall not be a condition to Closing.

f. Project Manager. Developer and CFX will each designate a project manager to perform the duties of such Party under this Agreement not otherwise expressed reserved to the governing body of such Party (individually referred to herein as the "Project Manager" or collectively as the "Project Manager"). The initial Project Manager for the Developer shall be Eric Wyancko ("Developer Project Manager"). The initial Project Manager for CFX shall be Dana Chester ("CFX Project Manager"). Either Party may designate a replacement Project Manager by written notice in accordance with Section 21 hereof. Notwithstanding the foregoing, Developer Project Manager and CFX Project Manager may elect to delegate certain roles, rights and responsibility of the Developer Project Manager and CFX Project Manager to individuals within the Developer or CFX, respectively.

13. Grant of Easements.

a. Grant of Drainage Easement. At Closing, Developer shall grant in favor of CFX a perpetual, non-exclusive drainage easement ("**Drainage Easement**") over, across, upon and through the Replacement Drainage Facilities located on a portion of the remainder of the Simpson Property to be owned by Developer from SR 429 to the Replacement Pond, and the exact location of such drainage easement area shall be mutually agreed upon between CFX and Developer and consistent with the approved Drainage Site Plan in the general area depicted in Exhibit "A" attached hereto and incorporated herein by reference (the "**Drainage Easement Area**") for the purposes of conveying the stormwater from SR 429 to the Replacement Pond. City and Developer shall design, engineer, permit and construct the Replacement Drainage Facilities within the Drainage Easement Area to accommodate the stormwater needs of that portion of SR 429 that currently conveys stormwater into the Existing Pond in accordance with the terms and conditions of this Agreement. Developer, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the Replacement Drainage Facilities and Drainage Easement Area in good order and repair and in accordance with the Permits and Approvals. CFX and Developer shall use commercially reasonable efforts to reach an agreement on the form and substance of the agreement for the Drainage Easement (the "**Drainage Easement Agreement**") at least five (5) business days prior to the Closing, and Developer and CFX shall execute and deliver the Drainage Easement Agreement to the Title Company no later than the Escrow Date, which Drainage Easement Agreement shall be released from escrow to CFX at the Closing.

b. Grant of Access Easement. At Closing, Developer shall grant in favor of CFX a perpetual, non-exclusive access easement ("**Access Easement**") over, across, upon and through the Simpson Property for ingress and egress from SR 429 to the Replacement Pond, and the exact location and legal description of such access easement area shall be determined by the mutual agreement of the Parties, which shall not be unreasonably withheld, conditioned or delayed (the "**Access Easement Area**") and included in the Access Easement Agreement (as defined

below). Notwithstanding the foregoing, CFX understands and acknowledges that the exact location of the Access Easement Area will be established based on the development plan for the Replacement Pond Property; provided, however, Developer shall be required to ensure such Access Easement Area provides CFX a reasonable ingress and egress for maintenance vehicles to and from the Replacement Pond Property without special equipment or upgrades. Developer shall sufficiently clear and stabilize to CFX's reasonable satisfaction the Access Easement Area prior to the Closing to permit CFX to traverse over, across, upon and through the Access Easement Area with a standard truck and trailer without the need for any special equipment or upgrades. Developer shall, at Developer's sole cost and expense, design, engineer, permit and construct any and all additional access improvements determined by Developer in its sole discretion to be required for travel over, across, upon and through the Access Easement Area. Developer, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the Access Easement Area, and any access improvements constructed thereon, in good order and repair and in accordance with the Permits and Approvals. The form and content of the easement agreement for the Access Easement ("**Access Easement Agreement**") shall be mutually agreed upon by the Parties no later than five (5) business days prior to the Closing, and Developer and CFX shall execute and deliver the Access Easement Agreement to the Title Company no later than the Escrow Date, which Access Easement Agreement shall be released from escrow to CFX and recorded in the Orange County Public Records at the Closing. The Access Easement Agreement and Drainage Easement Agreement shall be collectively referred to herein as the "**Easement Agreements**".

14. **Reservation and Release of Limited Access Lines.** Developer and City understand and agree that the conveyance of the CFX Pond Property shall be subject to CFX's reservation of the limited access lines generally depicted on **Exhibit "B"** attached hereto and incorporated herein by reference ("**LA Lines**"). Developer and City hereby waive and disclaim any claim against CFX, in law or in equity, based upon the establishment and reservation of the LA Lines. In no event shall CFX be liable for any claims or damages based on the establishment of the limited access lines, including, without limitation, any monetary, incidental, special, exemplary, or consequential damages. The provisions of this Section shall survive the Closing. During the Inspection Period, Developer shall, at its sole cost and expense, prepare or have prepared on its behalf, a certified legal description and sketch evidencing the exact location of the LA Lines for CFX's review and approval, which approval shall not be unreasonably withheld, conditioned or denied, and which legal description, as approved, shall be included in the Special Warranty Deeds from CFX to City and from City to Developer for the CFX Pond Property. Upon recording of the Special Warranty Deed from the City to CFX of the CFX Pond Property, CFX, at the written request and sole cost and expense of Developer, shall execute a release of the existing limited access lines depicted in **Exhibit "B"** attached hereto in a form and substance reasonably acceptable to CFX.

15. **Annexation.** CFX hereby consents to the annexation of the CFX Pond Property into the City of Apopka, Florida, and shall reasonably cooperate with Developer and City to effectuate same; provided, however, City agrees to take any and all action reasonably necessary to de-annex the CFX Pond Property in the event the Closing does not occur in accordance with the terms and conditions of this Agreement.

16. **Warranties and Representations of City and Developer.** To induce CFX to enter into this Agreement and to exchange the CFX Pond Property, in addition to the other

representations and warranties set forth herein, City and Developer each make the following representations and warranties (subject to the information contained in the Developer's Prior Studies), as of the Effective Date and with respect to the Replacement Pond Property, each of which is material and is being relied upon by CFX and shall survive Closing for a period of one (1) year:

a. To the best of City's and Developer's actual knowledge, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting or relating to the Replacement Pond Property, or any portion thereof, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

b. City and Developer represent and warrant that City owns, or will own at the time of the Closing, fee simple marketable record title to the Replacement Pond Property, subject only to the CFX Permitted Exceptions, and there are no tenancy, rental or other occupancy agreements affecting the Replacement Pond Property.

c. City and Developer warrant and represent that they each the full right, power, and authority to enter into and deliver this Agreement and to consummate the exchange of the CFX Pond Property with the Replacement Pond Property in accordance herewith and to perform all covenants and agreements of the City and Developer (as applicable) hereunder.

d. To the best of City's and Developer's actual knowledge, there are not any Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Replacement Pond Property, which City, Developer or any other person or entity has placed or caused or allowed to be placed upon the Replacement Pond Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Replacement Pond Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of Replacement Pond Property or other residents of the area.

As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes.

e. Neither City nor Developer have received any written notice and has no actual knowledge that the Replacement Pond Property has ever been used by previous owners and/or operators or City to generate, manufacture, refine, transport, treat, store, handle or dispose of Hazardous Substances. City has no knowledge of the Replacement Pond Property having ever contained nor does it now contain either asbestos, PCBs or other toxic materials, whether used in construction or stored on the Replacement Pond Property, and City has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or department of the State of Florida or the U.S. Government concerning any intentional or unintentional action

or omission on City's or Developer's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances.

f. To the best of City's and Developer's actual knowledge there are no anti-pollution, environmental laws, rules, regulations, ordinances, orders, or directives which would hinder, prevent or substantially obstruct the construction, access to or operation of the contemplated Replacement Pond and related uses and operations.

g. To the best of City's and Developer's actual knowledge, no portion of the Replacement Pond Property is a wetlands or wetlands buffer or setback within the jurisdiction of Department of Environmental Protection, the Army Corps of Engineers, the District or any agency of the City, nor are there any laws, rules or regulations which will restrict or impede the development of all or any part of the Replacement Pond Property due to habitation of, or location of, any species of flora or wildlife on the Replacement Pond Property or any surrounding property.

h. To the best of City's and Developer's actual knowledge, no person, firm, or other legal entity other than the City or Developer have any right or option whatsoever to acquire Replacement Pond Property or any portion thereof or any interest therein.

i. City warrants and represents that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by City of any provision of any agreement or other instrument to which City is a party or to which City may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against City.

j. In the event that changes occur before the Closing as to any information, documents, or exhibits referred to in the subparagraphs of this Section, or in any other part of this Agreement, of which City has knowledge, City will immediately disclose same to CFX when such knowledge is first available to City and in the event of any change which may be reasonably determined by CFX, Developer and City to prohibit CFX's Intended Use of the Replacement Pond Property, CFX may, at its election, terminate this Agreement.

k. Neither City nor Developer have received any written notice or have any actual knowledge that the Replacement Pond Property or any portion or portions thereof is or will be subject to or affected by any property owners association, homeowners association, community development district or any other entity or organization with the right or ability to impose or assess any fees, charges, general or special assessments against the Replacement Pond Property.

l. Neither City nor Developer have not received any written notice or have any actual knowledge that any present default or breach exists under any mortgage or other encumbrance affecting the Replacement Pond Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Replacement Pond Property or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

m. Except for matters expressly addressed in this Agreement, City and Developer have made no commitments to any Governmental Authority, utility company, church

or other religious body, or any homeowners association or community development district, or to any other organization, group, or individual, relating to the Replacement Pond Property which would impose an obligation upon CFX or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Replacement Pond Property.

n. That neither City nor Developer have received any written notice or have any actual knowledge, that the Replacement Pond Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding.

All representations and warranties made herein are based on the actual, present knowledge (without duty of investigation or inquiry and without any personal liability hereunder) of Matthew Roth, in his capacity as President of Developer and Edward Bass in his capacity as City Administrator of the City, as applicable (each, the "**Named Representative**"). Neither the actual, present conscious knowledge of any other individual or entity, nor the constructive knowledge of either Named Representative or of any other individual or entity, shall be imputed to the Developer or City (as applicable), nor shall the actual, present conscious knowledge, nor the constructive knowledge of any individual or entity associated with City be imputed to Developer.

17. **Warranties and Representations of CFX.** To induce Developer and City to enter into this Agreement and to exchange the Replacement Pond Property, in addition to the other representations and warranties set forth herein, CFX makes the following representations and warranties, as of the Effective Date and with respect to the CFX Pond Property, each of which is material and is being relied upon by Developer and City and shall survive Closing for a period of one (1) year:

a. To the best of CFX's actual knowledge, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting or relating to the CFX Pond Property, or any portion thereof, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

b. CFX represents and warrants that CFX owns fee simple marketable record title to the CFX Pond Property, and there are no tenancy, rental or other occupancy agreements affecting the Replacement Pond Property.

c. No person, firm, or other legal entity other than the City or Developer have any right or option whatsoever to acquire the CFX Pond Property or any portion thereof or any interest therein.

d. CFX has the full right, power, and authority to enter into and deliver this Agreement and to consummate the exchange of the CFX Pond Property with the Replacement Pond Property in accordance herewith and to perform all covenants and agreements of the CFX hereunder.

e. CFX warrants and represents that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by CFX of any provision of any agreement or other instrument to which CFX is a party or to which CFX may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against CFX.

All representations and warranties made herein by CFX are based on the actual, present knowledge (without duty of investigation or inquiry and without any personal liability hereunder) of Glenn Pressimone in his/her capacity as Chief of Infrastructure of CFX.

18. **City's and Developer's Affirmative Covenants.** In addition to the other covenants and undertakings set forth herein, City and Developer makes the following affirmative covenants, each of which shall survive the Closing hereunder:

a. From the Effective Date until the date Developer (or Developer's affiliate) acquires title to the Replacement Pond property, Developer will use commercially reasonable efforts to cause the current owners of the Replacement Pond Property to keep and maintain, all of the Replacement Pond Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Replacement Pond Property or its use, in accordance with the terms and conditions of the purchase and sale agreements between Developer and such owners. Following Developer's acquisition of the Replacement Pond Property and until physical possession of the Replacement Pond Property has been delivered to CFX, Developer shall use commercially reasonable efforts to keep and maintain, all of the Replacement Pond Property in good order and condition and comply with and abide by all laws, ordinances, regulations and restrictions affecting the Replacement Pond Property or its use. Prior to the Closing, Developer will pay all taxes and assessments levied against the Replacement Pond Property prior to the due date thereof, and will not commit or permit any waste or nuisance with respect thereto.

b. From and after the Effective Date, City and Developer shall not offer to sell the Replacement Pond Property, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Replacement Pond Property.

c. City and Developer shall take such other actions and perform such other obligations as are reasonably required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by CFX of its obligations hereunder.

d. City and Developer shall not encumber or create any liens on the Replacement Pond Property.

19. **CFX's Affirmative Covenants.** In addition to the other covenants and undertakings set forth herein, CFX makes the following affirmative covenants, each of which shall survive the Closing hereunder:

a. From and after the Effective Date and until physical possession of the CFX Pond Property has been delivered to City, CFX will keep and maintain all of the CFX Pond Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the CFX Pond Property or its use. Prior to the Closing, CFX will not commit or permit any waste or nuisance with respect thereto.

b. From and after the Effective Date, CFX shall not offer to sell the CFX Pond Property, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the CFX Pond Property.

c. CFX shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by CFX of its obligations hereunder.

d. CFX shall not encumber or create any liens on the CFX Pond Property.

20. **Defaults.**

a. **City or Developer Default.** In the event that: (i) any of the City's and/or Developer's representations and warranties contained herein are not materially true and correct, which prohibits or materially frustrates the purpose of the transactions contemplated herein, or (ii) either the City or Developer fails to perform any of its respective covenants and agreements contained herein within the time performance specified herein; CFX may exercise the following rights and remedies: (i) CFX shall have the right to extend the Closing Date, as applicable to allow City or Developer sufficient time to cure any such breach of representation or warranty or to perform its respective covenants and agreements required hereunder; (ii) if such breach is not reasonably susceptible of being cured (as determined by CFX), CFX may terminate this Agreement, in which event the obligations of the Parties under this Agreement shall be terminated (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement) and this Agreement shall be null and void; or (iii) pursue an action for specific performance of this Agreement against the City or Developer (as applicable). Notwithstanding the foregoing, CFX shall have the right to enforce City and Developer's express covenants in this Agreement to indemnify, defend, or hold harmless CFX, as applicable.

b. **CFX Default.** In the event CFX breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by CFX under the terms and provisions of this Agreement, City and Developer shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. City and Developer hereby waive and release any right to pursue an action for any special, indirect, consequential, or punitive damages against CFX. The foregoing provision shall expressly survive the termination or Closing. Upon any such termination, this Agreement and all rights and obligations created hereunder, except as specifically provided herein, shall be deemed null and void and of no further force or effect. Nothing contained herein shall be deemed a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

21. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device or by email) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: **CITY OF APOPKA**
120 East Main Street
Apopka, Florida 32703
Attn: Edward Bass, City Administrator
Telephone: (407) 703-1700
Email: ebass@apopka.net

With a copy to: **CITY OF APOPKA**
120 East Main Street
Apopka, Florida 32703
Attn: Michael A. Rodriguez, City Attorney
Telephone: (407) 703-1658
Email: marodriguez@apopka.net

CFX: **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000
Email: Laura.Kelley@cfxway.com

With a copy to: **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000
Email: Woody.Rodriguez@cfxway.com

Developer: **BLUESCOPE PROPERTIES GROUP LLC**
1540 Genessee Street
Kansas City, Missouri 64102
Attention: Matthew Roth
Telephone: (816) 289-2838
Email: matthew.roth@bluescopeproperties.com

With a copy to: **BLUESCOPE PROPERTIES GROUP LLC**
1540 Genessee Street
Kansas City, Missouri 64102
Attention: Eric Wyancko
Telephone: (913) 333-9196

Email: eric.wyancko@bluescopeproperties.com

With a copy to: **BLUESCOPE PROPERTIES GROUP LLC**
1540 Genessee Street
Kansas City, Missouri 64102
Attention: Maryteresa Doyle
Email: maryteresa.doyle@bluescopeproperties.com

With a copy to: **GREENBERG TRAUIG, P.A.**
450 South Orange Avenue, Suite 650
Orlando, Florida 32801
Attention: Julie P. Kendig-Schrader
Email: kendig@gtlaw.com

or to such other address as any Party hereto shall from time to time designate to the other Party by notice in writing as herein provided. Notice given by or to the attorney representing a Party under this Agreement shall be deemed to have been duly given in accordance with this Section by or to the applicable Party. The Executive Director of CFX or General Counsel of CFX shall be authorized to issue any notices and provide any and all consents, extensions or agreements as required hereunder.

22. **Survival of Provisions.** Other than as specified to the contrary herein, all covenants, representations and warranties set forth in this Agreement and the closing documents shall survive the Closing for a period of one (1) year.

23. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

24. **Attorneys' Fees.** Subject to the limitations set forth in Section 768.28, Florida Statutes, in the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

25. **Waiver of Jury Trial.** THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

26. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date as of which all Parties have signed this Agreement and their respective boards have given final approval of this Agreement.

27. **Indemnifications Regarding Brokers, Finders, Etc.** City and Developer represent and warrant to CFX, and CFX likewise represents and warrants to the City and Developer, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the exchange of the Replacement Pond Property and CFX Pond Property or the conveyance of any easements, licenses or any other rights expressly set forth herein, and each Party, subject to the limits and limitations set forth in Section 768.28, Florida Statutes, hereto agrees to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of the exchange hereto.

28. **Indemnification by Developer.** Developer hereto agrees to indemnify and hold the City harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in defending against any claims arising from or pertaining to the City's obligations and responsibilities set forth in this Agreement.

29. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Orange County, Florida.

30. **Waiver.** The waiver of any breach of any provision hereunder by the Parties shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

31. **Time.** Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term "Business Days" shall be those days other than Saturdays, Sundays, or federal holidays.

32. **Representation by Counsel.** City, CFX, and Developer are all represented in this transaction by counsel. This Agreement shall not be construed more or less favorably against any Party, regardless of which party may be deemed the drafter hereof.

33. **Counterparts.** This Agreement may be executed in any number of counterparts, including by digital or electronic means in accordance with Chapter 668, Florida Statutes, each of which shall be an original but all of which shall constitute one and the same Agreement. A party shall be bound by this Agreement by executing a counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.

34. **Recording.** The Parties agree that they will not record, or permit to be recorded, this Agreement or any memorandum hereof. This Section is not intended and shall not be deemed to preclude the recordings expressly required or authorized in this Agreement.

35. **Amendment.** Any amendment to this Agreement shall not be binding upon any of

the Parties hereto unless such amendment is in writing and executed by the Parties.

36. **Assignment.** Subject to Section 37 hereof, no Party may assign this Agreement without the prior written consent of the other Parties, and any such prohibited assignment shall be void; provided that Developer may assign its rights and obligations under this Agreement with CFX's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, to an Affiliate by providing at least five (5) business days' advance written notice to the other Parties and a copy of the instrument of assignment to said Affiliate, following which, Bluescope Properties Group LLC shall be fully and unconditionally released and discharged from any and all duties, liabilities and obligations under this Agreement, after which time the City's and/or CFX's remedies under this Agreement shall be directly against the permitted assignee. For the purposes of this paragraph, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with the Developer (including, without limitation, the entity designated by Developer to acquire title to the Simpson Property, Long Long Hill Trust Property and Sessions Property) or (b) an entity at least a majority of whose economic interest is owned by Developer; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

37. **IRS Section 1031 Exchange.** CFX and the City hereby agree that Developer may elect to consummate the acquisition of the CFX Pond Property from CFX and the conveyance of the Replacement Pond Property to CFX as a like-kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and the Parties agree to cooperate with each other, at Developer's cost and expense, in effectuating the Exchange and each Party agrees to execute any and all documents (subject to reasonable approval) as are necessary in connection therewith. Developer may effectuate the Exchange through an assignment of this Agreement or its rights under the Agreement to the City or such other party designated by Developer acting as a "qualified intermediary" (as defined in Treasury Regulation Section 1.103(i)-1(g) (iii)), provided that such assignment shall in no way affect or limit any of the Developer's representations, obligations, rights, warranties or covenants contained herein, including Developer's obligations hereunder as if such assignment shall not have taken place. Developer and CFX shall provide the necessary instructions, documents, agreements, or instruments in connection therewith, including, without limitation, all documentation required for the qualified intermediary to effectuate the Exchange, provided that Developer shall reimburse the other Parties for any reasonable expenses incurred as a result of or connected with the Exchange.

38. **Revocation by Developer.** Developer reserves the right to revoke and rescind Developer's approval of this Agreement at any time prior to the acceptance and approval of this Agreement by the governing board of CFX by providing written notice to City and CFX of such revocation or rescission. Upon such revocation or rescission, this Agreement and Developer's execution thereof shall be deemed null and void and of no further force and effect.

39. **Miscellaneous Provisions.**

a. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance

with the terms hereof.

b. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

c. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Neither this Agreement, nor any right or obligation of any party arising under this Agreement, may be assigned or delegated without the written consent of all parties.

d. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

e. City and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at the Closing.

f. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

g. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above below.

P. Richmond
Print Name: Pamela Richmond
Mary E. Denizard
Print Name: Mary E. Denizard

"CITY"

CITY OF APOPKA, FLORIDA

By: Bryan Nelson
Bryan Nelson, Mayor

Date: 11-3-22

Attest:

By: Susan M Bone
Print Name: Susan M. Bone
Title: City Clerk

Approved as to form and legality by legal counsel.

By: [Signature]
Michael A. Rodriguez

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 3 day of November, 2022, by Bryan Nelson, as Mayor of the City of Apopka, Florida, on behalf of the organization. He is personally known to me OR produced personally known as identification.



NOTARY PUBLIC

Jennifer Esquia
Signature of Notary Public State of Florida
Print Name: Jennifer Esquia
Commission No.: GG 306263
My Commission Expires: 2/26/2023

[ADDITIONAL SIGNATURES APPEAR ON THE FOLLOWING PAGES]

"CFX"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

Print Name: _____

By: _____

Laura Kelley, Executive Director

Date: _____

ATTEST: _____

Regla ("Mimi") Lamaute
Recording Clerk

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____,
2022 for its exclusive use and reliance.

By: _____

Diego "Woody" Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization on this ___ day of _____, 2022, by Laura Kelley, as Executive
Director of the Central Florida Expressway Authority, on behalf of the organization. He is
personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public – State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

[ADDITIONAL SIGNATURE APPEARS ON THE FOLLOWING PAGE]

"DEVELOPER"

BLUESCOPE PROPERTIES GROUP LLC,
a Delaware limited liability company

Maryteresa Doyle

Print Name: MARYTERESA DOYLE

Eric Wyanko

Print Name: Eric Wyanko

By: *Matthew Roth*

Matthew Roth, President

Date: 31 October 2022

STATE OF MISSOURI)
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 31 day of October, 2022, by Matthew Roth as President of Bluescope Properties Group LLC, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Jacqueline Jordan

Signature of Notary Public - State of ~~Florida~~ Missouri

Print Name: Jacqueline Jordan

Commission No.: 14564543

My Commission Expires: Jan 7, 2026

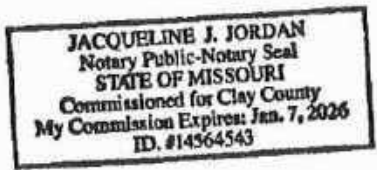


EXHIBIT "A"



EXHIBIT "B"



MEMO ATTACHMENT "D"



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

November 16, 2022

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: PROPERTY EXCHANGE AGREEMENT

SR 429, Project 201
CFX, City of Apopka, and BlueScope Properties Group LLC – Parcel 150

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the “Consulting Engineer”) to the Central Florida Expressway Authority (“CFX”) does here by certify as follows:

1. We have reviewed the parcel located south of the intersection of SR 429 and Peterson Road, depicted in Exhibit “A” attached hereto (“CFX Pond Property”). The SR 429 Project 201 is completed. The City of Apopka (“City”) has requested CFX convey the CFX Pond Property to the City in exchange for the replacement pond parcel depicted in Attachment “A” attached hereto (“Replacement Pond Parcel”), subject to the requirement to grant certain easements to CFX and design, permit and construct a replacement stormwater pond and conveyance facilities. New limited access lines would be established along the eastern property boundary of the CFX Pond Property when the CFX Pond Property is conveyed to the City (“New L/A Lines”). Upon the establishment of the New L/A Lines, the existing limited access lines on the northern, western and southern boundary of the CFX Pond Property as depicted on Exhibit “A” would be released (“Existing L/A Lines”). In our opinion, we certify that the exchange of the CFX Pond Property for the Replacement Pond Parcel and associated drainage easement and improvements and release of the Existing L/A Lines would not (i) impede, restrict or impair the current or future construction, operation or maintenance of the CFX Expressway System; (ii) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (iii) otherwise impair traffic operations or public safety, provided such exchange and release occurs in accordance with the terms and conditions of the Property Exchange Agreement between the City, CFX and BlueScope Properties Group LLC.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX’s Amended and Restated Master Bond Resolution and the requirements set forth in CFX’s Manual and may not be relied on by any other person or party for any other purpose.

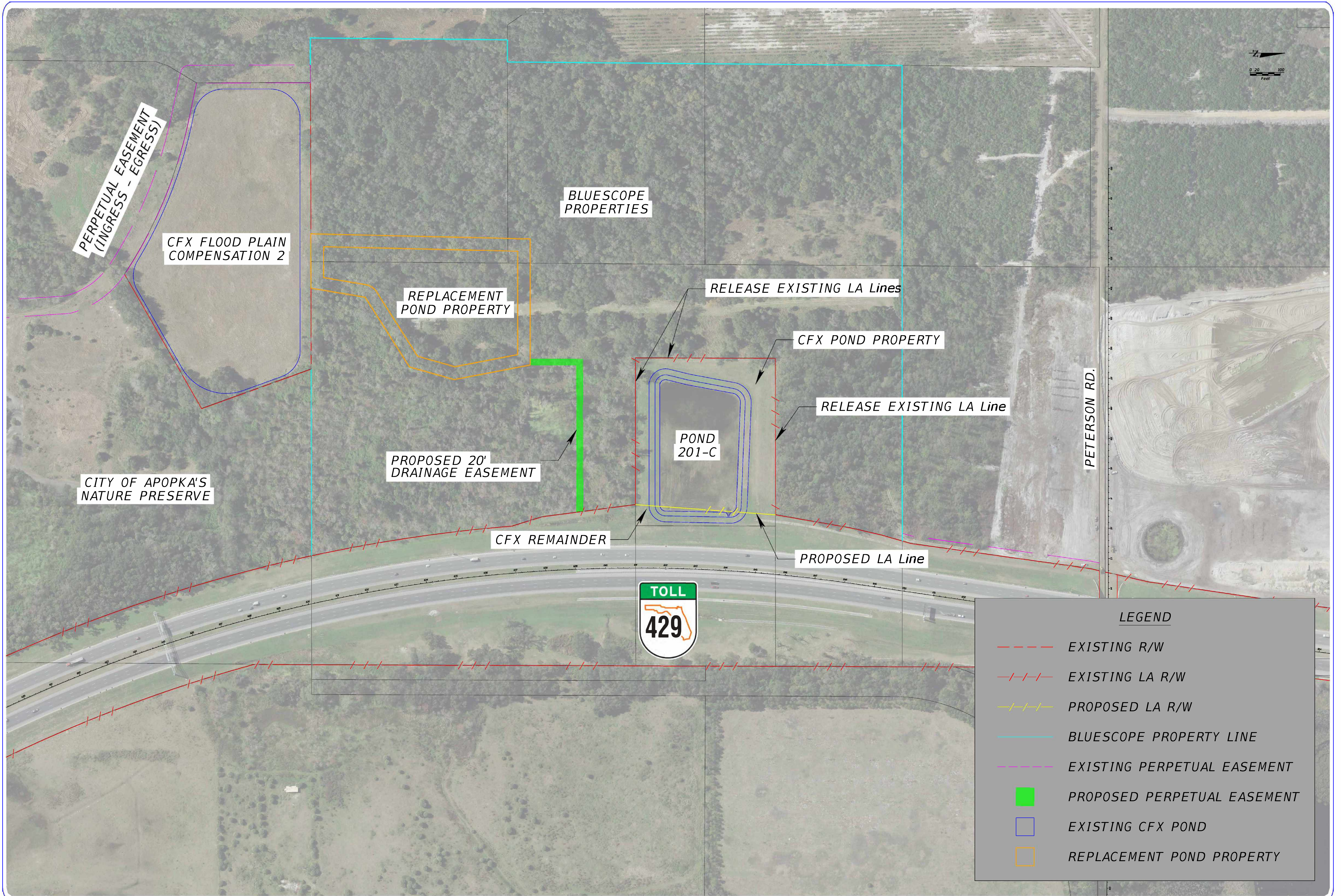
Sincerely,

A handwritten signature in blue ink that reads "R. Keith Jackson".

R.. Keith Jackson, P.E.
Program Manager

Attachment

cc: Laura N Kelly, Esq. CFX (w/ enc.)



LEGEND	
	EXISTING R/W
	EXISTING LA R/W
	PROPOSED LA R/W
	BLUESCOPE PROPERTY LINE
	EXISTING PERPETUAL EASEMENT
	PROPOSED PERPETUAL EASEMENT
	EXISTING CFX POND
	REPLACEMENT POND PROPERTY

ROAD NUMBER	PROJECT NUMBER
SR 429	429-201

MEMO ATTACHMENT "E"

Resolution No. 2022-_____
Project Nos. 429-201
Parcel 150

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PROPERTY AS SURPLUS PROPERTY
AVAILABLE FOR SALE, AUTHORIZING THE
TRANSFER OF SURPLUS PROPERTY WITH CITY OF
APOPKA, FLORIDA, AND RELEASE AND
REESTABLISHMENT OF LIMITED ACCESS LINES**

WHEREAS, the Central Florida Expressway (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facilities”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “ROW Manual”), which ROW Manual provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, pursuant to the ROW Manual, “Excess Property” is “[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;” and

WHEREAS, pursuant to the ROW Manual, where Excess Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such Excess Property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, section 5-1.01 of the ROW Manual allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, CFX has further adopted that certain Policy Regarding the Release of Limited Access Lines, Part 7 of the ROW Manual, which provides for the release of limited access rights of CFX upon determination that the release would not result in the negative effects to CFX’s Expressway System; and

WHEREAS, City of Apopka, Florida, a municipality of the State of Florida (“City”), has requested an exchange of the real property referred to as a portion of Parcel 150, as more

particularly identified as "CFX Pond Property" and depicted in Exhibit "A" attached hereto and incorporated herein by reference ("CFX Pond Property") from CFX to the City in exchange for that certain real property more particularly identified as the "Replacement Pond Property" in Exhibit "A" attached hereto and incorporated herein by reference ("Replacement Pond Property"); and

WHEREAS, CFX's Right of Way Committee has determined that the transfer of the CFX Pond Property to the City in exchange for the City's conveyance of the Replacement Pond Property, subject to the requirements to grant certain drainage and access easements to CFX and otherwise permit, design and construct certain stormwater drainage improvements on the Replacement Pond Property in accordance with the terms and conditions of that certain Property Exchange Agreement dated of same date herewith between CFX, the City and Bluescope Properties Group LLC ("Agreement") would be in the best interest of CFX and the public because the Replacement Pond Property is in Orange County, Florida and contiguous to a current Expressway Facility; and

WHEREAS, CFX staff and its General Engineering Consultant has examined the Expressway Facilities for State Road 429 and determined that provided the Replacement Pond Property is conveyed to CFX in exchange for the CFX Pond Property in accordance with the terms of the Agreement, the CFX Pond Property is no longer needed to support existing Expressway Facilities; and

WHEREAS, CFX's General Engineering Consultant has certified that subject to the requirements of the Agreement, the CFX Pond Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Pond Property would not (i) impede, restrict or impair the current or future construction, operation or maintenance of the CFX Expressway System; (ii) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (iii) otherwise impair traffic operations or public safety; and

WHEREAS, CFX's Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the CFX Pond Property as Excess Property; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that that the CFX Pond Property be designated as Excess Property and that the CFX Board adopt a resolution declaring the CFX Pond Property to be Surplus Property, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, a portion of the CFX Pond Property is encumbered with limited access lines held by CFX as more particularly identified as "Existing LA R/W" in Exhibit "A" attached hereto and incorporated herein by reference ("Existing L/A Lines"); and

WHEREAS, it is in the best interest of CFX to relocate and reestablish the location of the Existing L/A Lines in accordance with the terms of the Agreement; and

WHEREAS, CFX's General Engineering Consultant has certified that the release of the Existing L/A Lines will not (i) impede, restrict or impair the current or future construction, operation or maintenance of the CFX Expressway System; (ii) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (iii) otherwise impair traffic operations or public safety, provided that the limited access lines are re-established in the deed to the City prior to the release of the Existing L/A Lines; and

WHEREAS, CFX's Right of Way Committee has recommended that the CFX Pond Property be conveyed to the City in exchange for the conveyance of the Replacement Pond Property in accordance with the terms and conditions of the Agreement and in accordance with CFX's ROW Manual, except for the following conditions or modifications: (1) separate notice to the local government in which the CFX Pond Property and Existing L/A Lines are located is not required; (2) that the Existing L/A Lines will be released and re-established as set forth in the Agreement; and (3) approval of the legal descriptions for the CFX Pond Property, Replacement Pond Property and Existing L/A Lines, deeds, and maintenance responsibilities by CFX's General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby declares that the CFX Pond Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes and is Excess Property, subject to the terms and conditions of the exchange.

2. CFX hereby finds that it is in the best interest of CFX and the public to declare the CFX Pond Property as Surplus Property, and CFX hereby declares the CFX Pond Property as Surplus Property available for sale.

3. CFX hereby finds that it is in the best interest of both CFX and the public to transfer the CFX Pond Property to the City in exchange for the conveyance of the Replacement Pond Property, access and drainage easements and permitting, design and construction of the certain stormwater drainage improvements on the Replacement Pond Property in accordance with the terms of the Agreement.

4. CFX hereby declares that after the limited access lines are re-established in the deed to the City and subject to the terms and conditions of the Agreement, the release of the Existing L/A Lines will not (1) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; (2) otherwise impair

traffic operations or public safety, or (3) be prohibited by or conflict with any other laws, regulations, requirements, covenants or agreements binding upon CFX.

5. CFX declares it is in the public interest to re-establish the locations of the limited access lines as set forth in the Agreement and then release the Existing L/A Lines, subject to compliance with the requirements of the ROW Manual.

6. Accordingly, CFX hereby declares that the CFX Pond Property may be transferred to the City in exchange for the Replacement Pond Property and the Existing L/A Lines may be released in accordance with the ROW Manual, subject to the following conditions or modifications: (1) separate notice to the local government in which the CFX Pond Property and Existing L/A Lines are located is not required; (2) the Existing L/A Lines will not be released until the limited access lines are re-established in CFX's favor upon the recording of the deed to the City in accordance with the terms of the Agreement; (3) a determination of valuation is cost prohibitive as the exchange is of like property and is with another public entity; and (4) approval of the legal descriptions for the CFX Pond Property, Replacement Pond Property and Existing L/A Lines, deeds, and maintenance responsibilities by CFX's General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee.

7. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

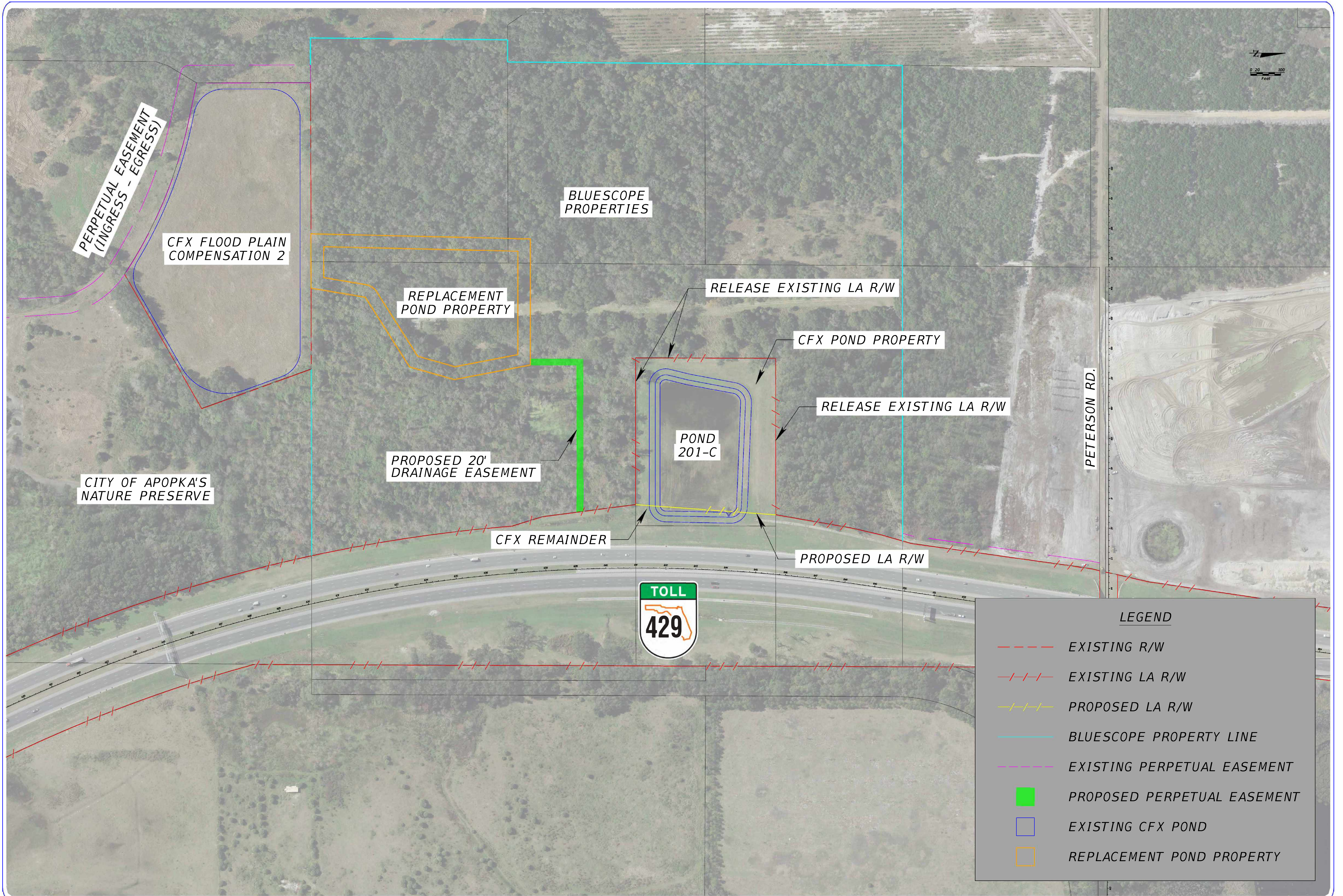
ADOPTED this _____ day of _____ 2022.

Sean Parks, Chairman

ATTEST: _____
Regla ("Mimi") Lamaute
Board Services Coordinator

Approved as to form and legality for the
exclusive use and reliance of CFX.

Diego "Woody" Rodriguez
General Counsel



LEGEND	
	EXISTING R/W
	EXISTING LA R/W
	PROPOSED LA R/W
	BLUESCOPE PROPERTY LINE
	EXISTING PERPETUAL EASEMENT
	PROPOSED PERPETUAL EASEMENT
	EXISTING CFX POND
	REPLACEMENT POND PROPERTY


ROAD NUMBER	PROJECT NUMBER
SR 429	429-201

**CONSENT AGENDA ITEM
#23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM


TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 21, 2022

SUBJECT: Approval of Universal Engineering Sciences, LLC as Subconsultant to Lowndes, Drosdick, Dexter, Kantor & Reed, P.A. for Right of Way Counsel Service
Contract No. 001792

Board approval of Universal Engineering Sciences, LLC as subconsultant to Lowndes, Drosdick, Dexter, Kantor & Reed, P.A. to provide environment site assessments is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by Lowndes, Drosdick, Dexter, Kantor & Reed, P.A. when its contract with CFX was originally awarded.

Reviewed by: 
Diego "Woody" Rodriguez
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

Date: November 18, 2022

CFX Contract Name: Right of Way Counsel Service

CFX Contract No.: 001792

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Universal Engineering Sciences, LLC

Address: 4205 Vineland Road, Suite L1, Orlando, FL 32811

Phone No.: (407) 423-0504

Federal Employee ID No.: 59-1117804

Description of Services to Be Sublet: Environmental Site Assessments and related environmental consulting

Estimated Beginning Date of Sublet Services: December 9, 2022

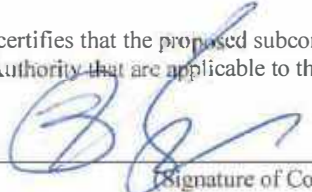
Estimated Completion Date of Sublet Services: December 31, 2024

Estimated Value of Sublet Services*: \$>25,0000

*(Not to exceed \$25,000 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: _____



(Signature of Consultant Representative)

SILAS HOLDER

Title

Recommended by: _____



(Signature of Appropriate CFX Director/Manager)

Date: 11/21/2022

Approved by: _____

(Signature of Appropriate Chief)

Date: _____


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#24**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 18, 2022

SUBJECT: Approval of Second Contract Renewal with Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension
Contract No. 001151

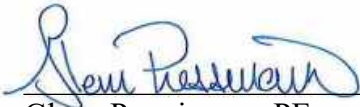
Board approval is requested for the second renewal of the referenced contract with Jorgensen Contract Services, LLC in the amount of \$4,368,157.92 for one year beginning on July 1, 2023 and ending on June 30, 2024. The original contract was for five years with five one-year renewals.

The work to be performed includes litter patrol, mowing and slope mowing services.

Original Contract	\$17,483,700.00
Supplemental Agreement No. 1	\$ 300,000.00
Supplemental Agreement No. 2	\$ 247,467.00
Supplemental Agreement No. 3	\$ 0.00
Supplemental Agreement No. 4	\$ 0.00
First Renewal	\$ 3,750,000.00
Supplemental Agreement No. 5	\$ 0.00
Supplemental Agreement No. 6	\$ 189,352.44
Second Renewal	<u>\$ 4,368,157.92</u>
Total	\$26,338,677.36

This contract is included in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001151**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of December 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Jorgensen Contract Services, LLC., a Florida Limited Liability company, registered and authorized to do business in the State of Florida, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated July 1, 2017, (collectively, the “Original Agreement”), with a Notice to Proceed date of July 1, 2017, whereby CFX retained the Contractor to perform roadway and bridge maintenance services on SR 408, SR 417, SR 528 and Goldenrod Road extension; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Contractor agree to exercise the second renewal of said Original Agreement, which renewal shall begin on July 1, 2023 and end on June 30, 2024 (“Renewal Term”), unless otherwise extended as provided in the Original Agreement.
3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **the attached Contractor’s letter dated November 18, 2022**, in an amount up to \$4,368,157.92 (“Renewal Compensation”). which entails base renewal (LS per month)-12 months @ \$342,974.00 equaling \$4,115,688.00 and railway corridor mowing (per cycle) 12 @ \$21,039.16 totaling \$252,469.92. The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

JORGENSEN CONTRACT SERVICES, LLC

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2022 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____



Maintaining the World Around You

November 18, 2022

Mr. Don Budnovich, PE
 Director of Maintenance
 Central Florida Expressway
 4974 ORL Tower Road
 Orlando, FL 32807

Subject: Contract No. 001151 CFX Roadway and Bridge Maintenance Services Request to Renew.

Mr. Budnovich

Jorgensen Contract Services, LLC. ("JCS") has successfully operated the Central Florida Expressway Authority ("CFX" or the "Authority") Roadway and Bridge Maintenance Services Contract No. 001151 (the "project") for SR408, SR429, SR414, and SR451 in Orange County beginning on July 1st, 2017. The original term of the current contract expired on June 30th, 2022. Jorgensen began a first initial annual renewal term on 7/1/22, which is set to expire on 6/30/23. In recent discussions CFX indicated a desire to provide an additional (1) year extension beyond the initial annual renewal (7/1/23 – 6/30/24). Likewise, we have stated our desire to renew the project for an additional term. We believe it is important to consider the project's renewal based principally on the economic value the contract offers the Authority with the existing scope of services.

Based on a mutual desire to renew the existing contract and pursuant Article 2: *TERM AND NOTICE* of Exhibit C the Authority may renew the contract for five renewal options of (1) years. Jorgensen requests an additional renewal term for the contract beginning on July 1st, 2023. The principal considerations for the renewal request are:

- **Renewal Term:** Jorgensen is prepared to offer renewal services for a 1-year term; however, is also interested in a multi-year renewal term. With nearly 10 years performing O&M for CFX, our Firm has operational capabilities and proven roadway and bridge services experience to continue operating the Project into the next several years. JCS was established as a Florida corporation over 30 years ago and has held maintenance contracts in Florida since 1990. Our established resource base in our regional Orlando yard and satellite locations will continue to support the project's renewal term.
- **Existing Scope of Services (SOS):** JCS will comply with the existing SOS for the renewed contract term. Additionally, we are open to discussion if the Authority requests additional services for the renewal term(s).
- **Overall Base Contract Price Increase and Justification:** JCS is requesting a renewed annual base contract value of **\$342,974.00-per month for an annual renewal #2 value of \$4,115,688.00**. This renewal proposal includes the original scope of services for Contract No. 001151; however, the proposal excludes Roadway and Bridge Maintenance Services for sections of S.R. 417 in active construction projects: 417-141; 417-142; 417-149; 417-150; 417-151, and can be added by supplement at a later date. The value shall be invoiced and paid based on the renewal payment schedule in the contract commiserate with the economic factors identified as following:



Maintaining the World Around You

- **Additional Scope:** The Overall Base Contract Price proposed in the bullet above does not include the work currently within S.A.#6 for the litter patrol, regular mowing, and slope mowing services for the CFX maintenance areas adjacent to SR528 along the Brightline Train corridor for the lump sum rate of \$21,039.16 per Cycle. The Overall Base Contract Price proposed above does include work order #52 for the section of the Orlando Airport South Entrance Access Roadway between SR 417 and the OUC Railroad Bridge, also described in former work orders as Boggy Creek Interchange for the lump sum rate of \$3,642.51 per month. The Overall Base Contract Price proposed above does include emergency response, debris removal, and herbicide where accessible throughout the entire project's limits including the construction areas.
- **Federal Minimum Wage:** New U.S. Federal Administration mandates made significant cost increases to the minimum wage requirements which strongly affect the highway laboring and skilled services fields observed on this services contract. These which typically employ large volumes of the lower-skilled laborers.
- **Florida Labor Wage:** The demands of the Florida labor market are significant into the post COVID-19 era services markets. Florida, and Central Florida, particularly, have seen huge demands to the local construction market resulting in an increased unavailability of the skilled roadway maintenance and construction workers. The increased unavailability makes labor wage increases more than 30% relative to the wage values included at the original time of bid.
- **Insurance Increase:** The original contract term was bid in an insurance and surety risk atmosphere that is unlike what we are experiencing today with an expectation to escalate into 2023 and beyond. Current insurance providers have made substantial changes to coverage limits for general liability, workman's compensation, automotive, and health. Significant high deductible risk has transferred directly to service providers increasing exposure to high value loss events.
- **Fuel Increase:** Relative to the fuel prices assumed at the time of the original contract bid, fuel prices have risen nearly 20% and are expected to remain at elevated levels for next 18 months. Adding to the already challenging environment of truck/equipment unavailability, these increases were not contemplated at the time of the original bid.
- **Lighting Materials Increase:** Failures to DOT Break-Away Cable Systems produced by MG Square, Inc. installed throughout the entire CFX roadway has caused significant material costs with unanticipated financial burden.
- **Commodity Materials Increase:** Post COVID-19 commodity markets are experiencing 20-30% increases on materials supply prices. These increases have led to shortages, longer-lead times and strongly affects the substantial steel guardrail and fence material requirements on the project.



Maintaining the World Around You

- Bond: Jorgensen remains in good financial standing and will provide the Authority an annually renewal bond and required insurances for the project. The Firm has a bonding ability that exceeds \$150 Million. Our demonstrated ability to provide an annual renewal performance bond for the project is evidenced by nearly 60 years proven success in the industry.

The basis of our renewal request is summarized by our strong performance history on the project. JCS is (and has been) successful on this project. Evidenced by our MRP performance, JCS has demonstrated an ability to meet the overall conditions of the contract. JCS has a strong MRP performance history on the contract with overall MRP contract averages meeting or exceeding the contract requirements.

Jorgensen project management and staff have a strong professional relationship with The Central Florida Expressway Authority and our many customers of the Greater Orlando Area. Jorgensen responds to all internal and external customer service requests in partnership with CFX to provide the best possible level of service to the Authority and travelling public. Our emergency response crews respond twenty-four hours a day, seven days a week to all dispatched incidents effectively protecting the safety of the motorists, and successfully protecting the integrity of the CFX assets.

While this letter can only offer a summarized version of the project's success, we hope you recognize the significant accomplishments Jorgensen has made on the project and the mutual benefits all parties will receive in the contract renewal. We look forward to your response and are available to discuss.

Very Respectfully,

Michael Fouche
Regional Manager, JCS

CC: Ernie Molina, P.E., Vice President, JCS
Abe Henningsgaard, P.E., Vice President, JCS
Doug Selby, President, JCS
Darren DeWitt, Florida Operations Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Roadway and Maintenance Services - SR 408, SR 417, SR 528 and Goldenrod Road Extension

Contract No. 001151

This Supplemental Agreement No. 6 entered into this 8th day of September 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, L.L.C., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

WITNESETH:

1. CFX has determined it necessary to amend the Scope of Services, to add monthly litter patrol, regular mowing, and slope mowing services for the CFX maintenance areas adjacent to SR 528 along the Brightline Train corridor and to increase the work order allowance in a not to exceed amount of \$189,352.44.

This additional work is anticipated to start October 1, 2022. CFX's Director of Maintenance will notify the CONTRACTOR at least two (2) weeks in advance of the actual start date. Compensation for the successful completion of this additional scope will be at a lump sum rate of \$21,039.16/monthly.

The location of the work to be performed is defined by the pink highlighted areas shown designated as "New CFX Area to Maintain" on Exhibit SA6-1.

All work shall be performed in accordance with Attachment 1- Roadside and Slope Mowing and Attachment 2 - Litter Removal of the original scope for Contract #001151.

2. The CONTRACTOR hereby agrees to the amendment of the Scope of Services, the additional funds to the work order allowance and no increase in the Contract time.

CFX and CONTRACTOR agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 signifies the CONTRACTOR's complete and total claim for the terms and conditions of the same and that the CONTRACTOR waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services - SR 408, SR 417, SR 528 and Goldenrod Road Extension

Contract No. 001151

Amount of Changes to this document: \$189,352.44

This Supplemental Agreement No. 6 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams / Digitally signed by Aneth Williams
Date: 2022.09.27 14:05:02 -04'00'
Aneth Williams, Director of Procurement

Date: _____

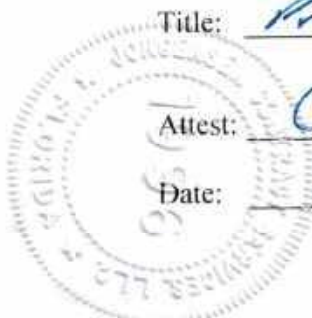
JORGENSEN CONTRACT SERVICES, L.L.C.

By: *Laura Kelly*

Title: *President*

Attest: *Cathy Schetkopf* (Seal)

Date: *Secretary* *9-26-2022*



Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2022 for its exclusive use and reliance.

By: Laura Newlin Kelly / Digitally signed by Laura Newlin Kelly
Date: 2022.09.27 11:42:01 -04'00'
Diego "Woody" Rodriguez,
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Roadway and Maintenance Services

Contract No. 001151

This Supplemental Agreement No. 5 entered into this 27th day of January 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, L.L.C., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

WITNESETH:

1. CFX have determined it necessary to modify the Scope of Services, by adding the text that is underlined and deleting the text that is stricken as follows:

5.4 Suspension of Work

CFX reserves the right (as may be exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

CFX anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the work. Upon direction from the Director of Maintenance, the Contractor shall reduce roadway maintenance activities in the construction areas designated by CFX until such time as the suspension is lifted. The only maintenance activities that shall be performed by the Contractor in the designated areas are litter removal, herbicide applications and emergency response. ~~Payment will only be made to the Contractor for the maintenance activities performed during suspensions at the appropriate reduced cost per centerline or lane mile shown in the Price Proposal.~~ for any additional services within a suspended construction contract limit will be made through the contract contingency/work allowance.

2. CFX and CONTRACTOR have agreed that for Renewal No. 1 beginning July 1, 2022 and ending June 30, 2023, the monthly deductions addressed in

Supplemental Agreement No. 4 will expire at the end of June 2022. These monthly deductions will not apply to Renewal No.1.

3. The CONTRACTOR hereby agrees to the amendment of Scope of Services and the clarification of the monthly deductions addressed in Supplemental No. 4 with no increase in the Contract amount and time.

CFX and CONTRACTOR agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the CONTRACTOR's complete and total claim for the terms and conditions of the same and that the CONTRACTOR waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: **Aneth Williams** Digitally signed by Aneth Williams
Date: 2022.02.15 14:24:12 -05'00'
Aneth Williams, Director of Procurement

Date: _____

JORGENSEN CONTRACT SERVICES, L.L.C.

By: *[Signature]*

Title: President

Attest: *Cathy J. Schellmyer* (Seal)

Date: 2-11-2022



Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 12th day of February, 2022 for its exclusive use and reliance.

By: *[Signature]*
Diego "Woody" Rodriguez,
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001151**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of December 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Jorgensen Contract Services, LLC., a Florida Limited Liability company, registered and authorized to do business in the State of Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated July 1, 2017, (collectively, the "Original Agreement"), with a Notice to Proceed date of July 1, 2017, whereby CFX retained the Contractor to perform roadway and bridge maintenance services on SR 408, SR 417, SR 528 and Goldenrod Road extension; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on July 1, 2022 and end on June 30, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "B"** of the Original Agreement, in an amount up to \$3,750,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

JORGENSEN CONTRACT SERVICES, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Paul W. Selby*
Print Name: Paul W. Selby
Title: President

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2022.02.15 14:17:25 -05'00'
Aneth Williams, Director of Procurement

ATTEST: *Patricia Lee Friday* (SEAL)

Secretary or Notary
If individual, furnish two witnesses:

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 15th day of February, 2021 for its exclusive use and reliance.



By: _____
Print Name: _____
By: _____
Print Name: _____

By: *Diego "Woody" Rodriguez*
Diego "Woody" Rodriguez, General Counsel

PATRICIA LEE FRIDAY
Notary Public - State of Maryland
Frederick County
My Commission Expires Mar. 15, 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Roadway and Maintenance Services
Contract No. 001151

This Supplemental Agreement No. 4 entered into this 10th day of May 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, L.L.C., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. With the construction of the widening of SR 417 from International Drive to SR 528, the Scope of Services within the construction zone will be reduced. Therefore, the monthly lump sum amount charged by the CONTRACTOR for maintenance services will be reduced as outlined below.

- For the remainder of FY 20-21 the monthly reductions are:

March 2021:	\$14,500.00
April 2021:	\$14,500.00
May 2021:	\$14,500.00
June 2021:	\$14,500.00
Total	\$58,000.00

- For FY 21-22 the monthly deductions are:

July 2021:	\$ 14,500.00
August 2021:	\$ 14,500.00
Sept. 2021:	\$ 29,000.00
October 2021:	\$ 58,000.00
Nov. 2021:	\$ 58,000.00
Dec. 2021:	\$ 58,000.00
Jan. 2022:	\$ 58,000.00
Feb. 2022:	\$ 58,000.00
March 2022:	\$ 58,000.00
April 2022:	\$ 58,000.00
May 2022:	\$ 58,000.00
June 2022:	\$ 58,000.00
Total	\$580,000.00

2. The total scope reduction of \$638,000.00 will be added to the Work Order Allowance. Supplemental Agreement No. 4 changes applies only to the initial term of the Contract.

3. During this construction phase the CONTRACTOR will not be responsible for fence line herbicide, mowing or mowing litter cycles within the limits of construction, as those services will be provided by the CFX Construction Contractors.
4. The CONTRACTOR will continue to be responsible for Incident Response, Debris Removal on the roadway and shoulders, Herbicide application along the roadside, guardrail and existing MSE Walls etc.
5. The CONTRACTOR hereby agrees to the reduction of Scope with no increase in the Contract amount and time.
6. CFX and CONTRACTOR agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the CONTRACTOR's complete and total claim for the terms and conditions of the same and that the CONTRACTOR waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Aneth Williams, Director of Procurement

Date: 5/25/2021

JORGENSEN CONTRACT SERVICES, L.L.C.

By: 
Title: President

Attest:  (Seal)

Date: 5/19/21



Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 25th day of May, 2021 for its exclusive use and reliance.

By: 
Diego "Woody" Rodriguez,
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Roadway and Maintenance Services
Contract No. 001151

This Supplemental Agreement No. 3 entered into this 11th day of June 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. With the addition of SR 538 (Poinciana Parkway) to the CFX system, CFX wishes to add miscellaneous maintenance infrastructure repair services to this Contract on an as-needed basis. A task work order will be used for any work requested and approved, and the work will be paid from the Contract work order allowance.
2. The Contractor hereby agrees to the changes with no increase in the Contract amount and time.
3. CFX and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.


Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 6/18/2020

JORGENSEN CONTRACT SERVICES, LLC

By: 
Title: President

Attest:  (Seal)

Date: 6/16/20

Approved as to form and execution, only.

Diego "Woody"

Rodriguez

Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.06.18 08:11:05 -04'00'

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2**

Contract Name: Roadway and Maintenance Services
Contract No. 001151

This Supplemental Agreement No. 2 entered into this 13th day of February, 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. CFX desires to amend the Scope of Services to add additional sweeping cycles of SR 408 from Clarke Road to Econlockhatchee Trail and increase the work order allowance in a not to exceed amount of \$247,467.00 as shown below and no increase in the Contract time.
 - Additional Mainline Sweep (Clarke Rd to Econlockhatchee Trail 2020): 24 cycles at \$3,836.25 each = \$92,070.
 - Additional Ramp Sweep (Clarke Rd to Econlockhatchee Trail 2020): 12 cycles at \$3,324.75 each = \$39,897.
 - Work order allowance: \$115,500.00
2. The Contractor hereby agrees to the changes with an increase in the Contract amount of a not to exceed \$247,467.00 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Amount of Changes to this document: \$247,467.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Date: 3/9/2020

20 MAR 3 PM 4:55

JORGENSEN CONTRACT SERVICES, LLC

By: [Signature]
Title: President

Attest: Donna M. Morgan (Seal)

Date: 3/2/2020



Approved as to form and execution, only.

[Signature]
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1**

2017 DEC 21 AM 11:44

**Contract Name: Roadway and Maintenance Services
Contract No. 001151
Supplemental Agreement No. 1**

This Supplemental Agreement No. 1 entered into this 14th day of December, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. CFX desires to amend the Scope of Services to add removal and disposal of approximately 265 trees downed during Hurricane Irma, and repairs to the CFX Right of Way fence also damaged from the Hurricane.
2. The Contractor hereby agrees to the changes with an increase in the Contract amount of a not to exceed \$300,000.00 and no increase in the Contract time. No work on this item can begin until the specific scope of work is agreed upon and written authorization to proceed is issued by CFX Director of Maintenance or designee.
3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Supplemental Agreement No.1

Amount of Changes to this document: \$300,000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

2017 DEC 21 AM 11:44

Date: 1/3/2018

JORGENSEN CONTRACT SERVICES, LLC

By: [Signature]

Title: President

Attest: [Signature] (Seal)

Date: 12/19/17

REVIEWED AND APPROVED
BY CFX LEGAL
[Signature]

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
JORGENSEN CONTRACT SERVICES, LLC**

**ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD
EXTENSION**

CONTRACT NO. 001151

CONTRACT DATE: MARCH 9, 2017

CONTRACT AMOUNT: \$17,483,700.00

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, SPECIFICATIONS,
TECHNICAL PROPOSAL, PRICE PROPOSAL,
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, SPECIFICATIONS, TECHNICAL PROPOSAL, PRICE PROPOSAL,
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD EXTENSION**

CONTRACT NO. 001151

MARCH 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-23
	Addendum No. 1	
	Addendum No. 2	
	Addendum No. 3	
SS	SCOPE OF SERVICES	A-1 to A-23
	Maintenance Specifications	
MC	METHOD OF COMPENSATION	A-1 to B-2
TP	TECHNICAL PROPOSAL	TP-1 to TP-36
PP	PRICE PROPOSAL	D-1 to D-6E
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PPB	PERFORMANCE AND PAYMENT BOND	PPB-1 to PPB-5

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD EXTENSION (S.R. 551)
CONTRACT**

This Contract No. 001151 (the "Contract" as defined herein below), is made this 1st day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and Jorgensen Contract Services, LLC, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose principal address is 2827 Parkway Street, Unit 4, Lakeland, FL 33811 and who is duly authorized hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide roadway and bridge maintenance services on S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

WHEREAS, on or about December 5, 2016, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized

representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include maintenance of, and administration and management services related to, S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract,
- 1.2 The Addenda (if any), with those of later date having precedence over those of earlier date,
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,
- 1.6 The Technical Proposal submitted by CONTRACTOR, and
- 1.7 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for

work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is \$17,483,700.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall

not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. All surety bonds shall be in a

form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

6.5 Performance and Payment Bond The CONTRACTOR shall furnish to CFX, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2017 through June 30, 2018. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, CFX. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's roadway and bridge maintenance services.

7.7 CONTRACTOR and its subcontractors shall cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into a contract with CFX understands and will comply with subsection. 20.055(5), Florida Statutes.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee, whether Key Personnel or not, whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

9. HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless CFX, its officers, and employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the

CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

Contractor's liability per occurrence under this Indemnity provision shall not exceed the greater of: (a) one million dollars (\$1,000,000); (b) the total aggregate amount of insurance required; or (c) the total amount of the Contract, inclusive of amendments, extensions, renewals, and supplemental agreements thereto, for the entire term of the Contract.

The obligations in Section 9.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Contract and continue in full force and effect.

10. PUBLIC RECORDS

Notwithstanding Section 11, entitled "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the

Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act. Failure by the CONTRACTOR to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by CFX.

The obligations in Section 10.0, Public Records, shall survive the expiration or termination of this Contract and continue in full force and effect.

11. PRESS RELEASES

The CONTRACTOR agrees that it shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying CFX and securing its consent in writing, except as required by law. The CONTRACTOR also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Contract, it being understood that, under Section 10.0 hereof, such data or information is the property of CFX.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

The CONTRACTOR acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONTRACTOR, agrees to abide with such policy.

15. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

A person or affiliate who has been placed on the Florida Department of Management Services convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Contract (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Contract without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next, regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract,

and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephonic charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

22. GOVERNING LAW

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions

consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire Contract of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25.0 DOCUMENTED ALIENS

The CONTRACTOR warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONTRACTOR shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONTRACTOR has knowingly employed any unauthorized alien in the performance of this Contract, CFX may immediately and unilaterally terminate this Contract for cause.

26.0 E-VERIFY CLAUSE

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Contract.

27.0 INSPECTOR GENERAL

CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONTRACTOR agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Contract and continue in full force and effect.

28.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONTRACTOR: Jorgensen Contract Services, LLC
2827 Parkway Street, Unit 4
Lakeland, FL 33811
Attn: John Mc Pherson

Jorgensen Contract Services, LLC
3735 Buckeystown Pike, POBox 70
Buckeystown, MD 21717
Attn: Douglas W. Selby, President

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32. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

32.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

32.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

32.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

32.4 Obligations upon expiration or termination of the Contract, as set forth in Section 33; and

32.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

33. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

33.1 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.


IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 9, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

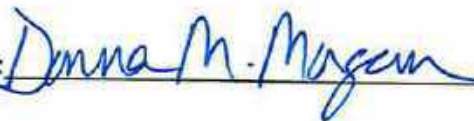
Print Name: Aneth Williams.

JORGENSEN CONTRACT SERVICES, LLC

By: 

Print Name: Douglas W. Selby

Title: President

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for CFX

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO: All Planholders of Record
FROM: Aneth O. Williams, Director of Procurement
DATE: December 9, 2016
SUBJECT: Roadway and Bridge Maintenance Services S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension; RFP No. 001151 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated December 2016, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page.

RESPONSE TO QUESTION RECEIVED

1. The following question was received from potential proposer of record. CFX's response follows the question.

Q001: Are we required to submit a bid bond with our bid? If so, what would be the amount for the bid bond?

R: No, a proposal bond is not required for this RFP. However, the awardee of the solicitation will have to furnish a Performance and Payment Bond in accordance with section 6.5 of the contract (page C-6 of the RFP).

END OF ADDENDUM NO. 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO: All Planholders of Record
FROM: Aneth O. Williams, Director of Procurement
DATE: January 5, 2017
SUBJECT: Roadway and Bridge Maintenance Services S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension; RFP No. 001151 – Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated December 2016, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 4 pages and the following attachments: MRP History and Out Parcel Mowing List.

CHANGE TO INSTRUCTIONS/INFORMATION FOR PROPOSERS

1. In subarticle 1.7.2, Responsiveness of Proposals, **delete** the language in the second paragraph in its entirety and **insert** the following new language in its place:

“In evaluating proposals, CFX will consider the qualifications of Proposers and whether or not the proposals comply with the prescribed requirements. Any of the following reasons are sufficient cause for disqualification of a Proposer and rejection of the Proposer’s submittal:

- (a) The submission of more than one proposal for the same work from an individual, firm, or corporation under the same or a different name.
- (b) Evidence that one Proposer has a financial interest in the firm of another Proposer for the same work.
- (c) Evidence of collusion among Proposers. CFX will not recognize a participant in such collusion as a proposer for any future work of CFX until CFX reinstates such participant as a qualified proposer.
- (d) Uncompleted and/or unacceptable work on other CFX projects that, in the judgment of CFX, could hinder or prevent the completion of the proposed work.
- (e) Failure to pay or satisfactorily settle all bills due for labor and material on other CFX contracts in force at the time of the Notice to Contractors.
- (f) Default under a previous CFX contract.

(g) Employment of unauthorized aliens on a previous CFX contract in violation of Section 274A (e) of the Immigration and Nationality Act.

(h) Falsification on any form required by CFX.

(i) The submission of a proposal that was not issued by CFX.”

2. In subarticle 2.6, Disadvantaged/Minority/Women Business Enterprise Participation, Page PSR-8, item (1), delete the language in the second to the last sentence in its entirety and insert the following new language in its place:

“Firms certified by the Florida Department of Transportation as a Disadvantaged Business Enterprise will be accepted.”

CHANGE TO SCOPE OF SERVICES

3. In Attachment 3, Guardrail Repairs, insert the following new language at the end of article 2.5:

“Liquidated damages in the amount of \$100 per day per section will be assessed for each day that the Contractor fails to complete the repairs as specified within the time allowed.”

RESPONSES TO QUESTIONS RECEIVED

4. The following questions were received from potential proposers of record. CFX’s response follows the questions.

Q001: Would CFX be providing an asset inventory to bidders for this project?

R: No

Q002: Section 3.2.1 on page AT1-2 says the “Contractor shall mow selected parcels not part of routine roadside maintenance areas. ... These areas shall be mowed and edged bi-weekly.” Can CFX provide a list of the selected parcels, their size and locations covered under this requirement?

R: See out parcel list attached to this addendum. See subarticle 3.2.1 in Attachment 1, Roadside and Slope Mowing.

Q003: Section 8.5 on page AT1-6 says “Mow small areas (out parcels) outside of the fenced right-of-way that CFX owns and as identified in the Contract”. Can CFX provide a list of these parcels, their size and location covered under this requirement as well as the recommended frequency required for maintenance?

R: See response to Q002.

Q004: Goldenrod Rd. was maintained in the past more frequently than the mowing required on other CFX Roadways. Will the mowing frequency on Goldenrod Rd. be consistent with the other roadways?

R: Goldenrod Road is on the out parcel list and, therefore, shall be mowed bi-weekly.

Q005: On page PSR-12 of the RFP, in the "F. Presenting the Proposal" section, it states that the 15 page limit is exclusive of the project list that is required in the "C. Experience of Firm and Ability of Staff" section. Since it is not part of the counted pages, should the project list (where we give detailed project information) be included as part of an appendix with the resumes and other items listed in the "F. Presenting the Proposal" section?

R: Material included in an Appendix and not within a specific evaluation criteria section should be clearly identified and marked as being requested information for a particular evaluation criteria section.

Q006: Could CFX provide a history of automobile crashes on the system?

R: Information is not immediately available.

Q007: Could CFX provide a history of work quantity accomplishments?

R: The question is unclear and too broad.

Q008: Could CFX provide any existing inventory data??

R: See response to Q001

Q009: Page A-17, paragraph 4.7 indicates that CFX will provide the contractor with an office and storage facilities. Page PSR-11 requires that the Proposer "identify the office assigned responsibility for the project and its location. Proposer shall have an office and staff located within the Orange County Standard Metropolitan Statistical Area". Is it safe to assume that the Proposer need not "identify the office", and utilize only the facilities provided by CFX?

R: CFX does not suggest or guarantee that the office space being provided to the Contractor will be sufficient to house the Contractor's total staff necessary to provide the services required by the Contract. If any portion of the Contractor's staff is housed outside the space being provided then that location shall be identified. If all staff is housed in the space being provided then the response in the Technical Proposal shall be to that effect.

Q010: Is there a history of wire theft on the project? If so, could CFX provide it?

R: There is no recent history of wire theft.

Q011: Could CFX provide a permit history for the project roadways?

R: The question is unclear and too broad.

Q012: Page PSR-8 states "Firms certified by the Florida Department of Transportation as a Disadvantaged Business Enterprise will be accepted but must be a minority or women owned business." In this case, is the MBE or WBE status a different/separate certification required in addition to the FDOT DBE certification?

R: See Changes to the Instructions/Information for Proposers

Q013: Could CFX provide an MRP history?

R: See MRP history attached to this addendum.

Q014: Please elaborate on the expected role that the contractor will take in permits.

R: See Scope of Services subarticle 4.1.1.

END OF ADDENDUM NO. 2

FY 16

Florida Department of Transportation Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2015/2016		
Contract Number:	AN-T85		
FACILITY:	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE:	107.857	
	#	YES	*
ROADWAY			
FLEX POT HOLE	180	177	98
FLEX EDGE RVL	0	0	100
FLEX SHO VING	180	180	100
FLEX DEP/BUMP	180	174	97
FLEX PVD SH/TO	180	165	92
RIGID POT HOLE	23	23	100
RIGID DEP/BMP	23	23	100
RGD JOINT/CRK	23	23	100
RGD RVD SH/TO	23	23	100
ROADSIDE			
SHLDR UNPAVED	168	141	84
FRONT SLOPE	173	131	76
SLOPE PAVEMENT	9	9	100
SIDEWALK	6	6	100
FENCE	169	163	96
VEGETATION-AESTHETICS			
ROADSIDE MOW	174	171	98
SLOPE MOWING	60	56	93
LANDSCAPING	74	61	82
TREE TRIMMING	180	166	92
CURB/SW EDGE	19	18	95
LITTER REMOVE	180	144	80
TURF CONDITION	174	160	92
TRAFFIC SERVICES			
RAISED MARKER	180	149	83
STRIPING	180	176	98
PAVT SYMBOL	107	107	100
GUARDRAIL	154	137	89
ATTENUATOR	0	0	100
SIGNS<30 SF	109	100	92
SIGNS>30 SF	80	75	94
OBJECT MARKER	174	148	85
LIGHTING	146	135	92
DRAINAGE			
SIDE/CRS DRA	65	52	80
RS/MED DITCH	166	164	99
OUTFALL DITCH	1	1	100
INLETS	125	114	91
MISC DRAINAGE	80	68	85
SWEEPING	100	94	94
BY ELEMENT:			
ROADWAY	97		
ROADSIDE	86		
TRAFFIC SERVICES	91		
DRAINAGE	92		
VEGETATION - AESTHETICS	90		
OVERALL MRP	89		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2015/2016		
Contract Number:	AN-T85		
FACILITY:	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28.597	
	#	YES	*
ROADWAY			
FLEX POT HOLE	90	89	99
FLEX EDGE RVL	0	0	100
FLEX SHO VING	90	90	100
FLEX DEP/BUMP	90	86	96
FLX PVD SH/TO	90	84	93
RIGID POT HOLE	4	4	100
RIGID DEP/BMP	4	4	100
RGD JOINT/CRK	4	4	100
RGD RVD SH/TO	4	4	100
ROADSIDE			
SHLDR UNPAVED	90	79	88
FRONT SLOPE	90	73	81
SLOPE PAVEMENT	2	2	100
SIDEWALK	2	2	100
FENCE	88	85	97
VEGETATION - AESTHETICS			
ROADSIDE MOW	90	88	98
SLOPE MOWING	13	13	100
LANDSCAPING	22	16	73
TREE TRIMMING	90	88	98
CURB/SW EDGE	5	4	80
LITTER REMOVE	90	79	88
TURF CONDITION	90	80	89
TRAFFIC SERVICES			
RAISED MARKER	90	60	80
STRIPING	90	88	98
PAVT SYMBOL	60	50	100
GUARDRAIL	90	85	94
ATTENUATOR	0	0	100
SIGNS<30 SF	45	40	89
SIGNS>30 SF	33	30	91
OBJECT MARKER	69	83	93
LIGHTING	61	58	95
DRAINAGE			
SIDE/CRS DRA	33	22	87
RS/MED DITCH	90	90	100
OUTFALL DITCH	1	1	100
INLETS	44	39	89
MISC DRAINAGE	23	20	87
SWEEPING	11	11	100
BY ELEMENT:			
ROADWAY	97		
ROADSIDE	89		
TRAFFIC SERVICES	94		
DRAINAGE	91		
VEGETATION - AESTHETICS	92		
MRP - RURAL LIMITED ACCESS	92		

Florida Department of Transportation Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2015/2016		
Contract Number:	AN-T65		
FACILITY:	URBAN LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	79.270	
	#	YES	*
ROADWAY			
FLEX POT HOLE	90	88	98
FLEX EDGE RVL	0	0	100
FLEX SHO VING	90	90	100
FLEX DEP/BUMP	90	88	98
FLX/PVD SH/TO	90	81	90
RIGID POT HOLE	19	19	100
RIGID DEP/BMP	19	19	100
RGD JOINT/CRK	19	19	100
RGD RVD SH/TO	19	19	100
ROADSIDE			
SHLDR UNPAVED	78	62	79
FRONT SLOPE	83	58	70
SLOPE PAVEMENT	7	7	100
SIDEWALK	4	4	100
FENCE	81	78	96
VEGETATION-AESTHETICS			
ROADSIDE MOW	84	83	99
SLOPE MOWING	47	43	91
LANDSCAPING	52	45	87
TREE TRIMMING	90	78	87
CURB/SW EDGE	14	14	100
LITTER REMOVE	90	65	72
TURF CONDITION	84	80	95
TRAFFIC SERVICES			
RAISED MARKER	90	69	77
STRIPING	90	88	98
PAVT SYMBOL	57	57	100
GUARDRAIL	84	52	51
ATTENUATOR	0	0	100
SIGNS<30 SF	04	80	94
SIGNS>30 SF	47	45	96
OBJECT MARKER	85	65	78
LIGHTING	85	77	91
DRAINAGE			
SIDE/CRS DRA	32	30	94
RS/MED DITCH	76	74	97
OUTFALL DITCH	0	0	100
INLETS	81	25	93
MISC DRAINAGE	57	48	84
SWEEPING	89	83	93
BY ELEMENT:			
ROADWAY	97		
ROADSIDE	83		
TRAFFIC SERVICES	88		
DRAINAGE	93		
VEGETATION - AESTHETICS	89		
MRP - URBAN LIMITED ACCESS	88		

7115

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2014/2015		
Contract Number:	AN-T85		
FACILITY:	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE: 107.857		
	#	YES	*
ROADWAY			
FLEX POTHOLE	179	176	98
FLEX EDGE RVL	1	1	100
FLEX SHOING	179	179	100
FLEX DEP/BUMP	179	168	94
FLX PVD SH/TO	179	167	93
RIGID POTHOLE	22	22	100
RIGID DEP/BMP	23	23	100
RGD JOINT/CRK	23	23	100
RGD RVD SH/TO	21	21	100
ROADSIDE			
SHLDR UNPAVED	168	147	88
FRONT SLOPE	171	135	79
SLOPE PAVEMENT	5	5	100
SIDEWALK	4	4	100
FENCE	167	150	90
VEGETATION/AESTHETICS			
ROADSIDE MOW	174	165	95
SLOPE MOWING	70	66	94
LANDSCAPING	74	64	86
TREE TRIMMING	180	162	90
CURB/SW EDGE	23	23	100
LITTER REMOVE	180	158	88
TURF CONDITION	174	152	87
TRAFFIC SERVICES			
RAISED MARKER	180	155	86
STRIPING	180	177	98
PAVT SYMBOL	111	111	100
GUARDRAIL	156	135	87
ATTENUATOR	0	0	0
SIGNS<30 SF	106	100	94
SIGNS>30 SF	89	84	94
OBJECT MARKER	174	158	90
LIGHTING	132	117	89
DRAINAGE			
SIDE/CRS DRA	78	68	87
RS/MED DITCH	165	163	99
OUTFALL DITCH	5	5	100
INLETS	139	123	88
MISC DRAINAGE	95	82	86
SWEEPING	110	102	93
BY ELEMENT:			
ROADWAY	97		
ROADSIDE	86		
TRAFFIC SERVICES	92		
DRAINAGE	92		
VEGETATION - AESTHETICS	90		
OVERALL MRP	90		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2014/2015		
Contract Number:	AN-T85		
FACILITY:	URBAN LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	79.270	
	#	YES	*
ROADWAY			
FLEX POTHOLE	89	87	98
FLEX EDGE RVL	0	0	0
FLEX SHOING	89	89	100
FLEX DEP/BUMP	89	85	97
FLX PVD SH/TO	89	84	94
RIGID POTHOLE	18	18	100
RIGID DEP/BMP	19	19	100
RGD JOINT/CRK	19	19	100
RGD RVD SH/TO	18	18	100
ROADSIDE			
SHLDR UNPAVED	78	70	80
FRONT SLOPE	81	61	75
SLOPE PAVEMENT	4	4	100
SIDEWALK	1	1	100
FENCE	79	69	87
VEGETATION-AESTHETICS			
ROADSIDE MOW	84	76	90
SLOPE MOWING	53	52	98
LANDSCAPING	49	47	96
TREE TRIMMING	90	79	88
CURB/SW EDGE	16	15	100
LITTER REMOVE	90	74	82
TURF CONDITION	84	76	90
TRAFFIC SERVICES			
RAISED MARKER	90	77	86
STRIPING	90	90	100
PAVT SYMBOL	63	63	100
GUARDRAIL	67	55	84
ATTENUATOR	0	0	0
SIGNS<30 SF	58	54	93
SIGNS>30 SF	49	49	100
OBJECT MARKER	84	70	83
LIGHTING	76	63	83
DRAINAGE			
SIDE/CRS DRA	33	29	88
RS/MED DITCH	75	74	99
OUTFALL DITCH	0	0	0
INLETS	81	68	84
MISC DRAINAGE	67	60	90
SWEEPING	90	84	93
BY ELEMENT			
ROADWAY	98		
ROADSIDE	84		
TRAFFIC SERVICES	90		
DRAINAGE	91		
VEGETATION - AESTHETICS	90		
MRP - URBAN LIMITED ACCESS	90		

Florida Department of Transportation Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2014/2015		
Contract Number:	AN-T85		
FACILITY:	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28.587	
	#	YES	*
ROADWAY			
FLEX POTHOLE	90	89	99
FLEX EDGE RVL	1	1	100
FLEX SHOVLING	90	90	100
FLEX DEP/BUMP	90	82	91
FLX PYD SH/TO	90	83	92
RIGID POTHOLE	4	4	100
RIGID DEP/BMP	4	4	100
RGD JOINT/CRK	4	4	100
RGD RVD SH/TO	3	3	100
ROADSIDE			
SHLDR UNPAVED	90	77	85
FRONT SLOPE	90	74	82
SLOPE PAVEMENT	1	1	100
SIDEWALK	3	3	100
FENCE	88	81	92
VEGETATION - AESTHETICS			
ROADSIDE MOW	90	89	99
SLOPE MOWING	17	14	82
LANDSCAPING	25	17	68
TREE TRIMMING	90	83	92
CURB/SW EDGE	7	7	100
LITTER REMOVE	90	84	93
TURF CONDITION	90	76	84
TRAFFIC SERVICES			
RAISED MARKER	90	78	87
STRIPING	90	87	97
PAVT SYMBOL	48	48	100
GUARDRAIL	89	79	89
ATTENUATOR	0	0	0
SIGNS <30 SF	48	46	95
SIGNS >30 SF	40	35	88
OBJECT MARKER	90	86	96
LIGHTING	56	54	96
DRAINAGE			
SIDE/CRS DRA	45	39	87
RS/MED DITCH	90	89	99
OUTFALL DITCH	5	5	100
INLETS	68	55	95
MISC DRAINAGE	28	22	79
SWEEPING	20	18	90
BY ELEMENT			
ROADWAY	96		
ROADSIDE	87		
TRAFFIC SERVICES	93		
DRAINAGE	93		
VEGETATION - AESTHETICS	90		
MRP - RURAL LIMITED ACCESS	91		

FY14

Florida Department of Transportation Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2013/2014		
Contract Number:	AN-T85		
FACILITY:	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE: 107.857		
	#	YES	*
ROADWAY			
FLEX POTHOLE	180	180	100
FLEX EDGE RVL	0	0	0
FLEX SHOING	180	180	100
FLEX DEP/BUMP	180	170	94
FLX PVD SH/TO	180	169	94
RIGID POTHOLE	21	21	100
RIGID DEP/BMP	21	21	100
RGD JOINT/CRK	21	21	100
RGD RVD SH/TO	21	21	100
ROADSIDE			
SHLD UNPAVED	168	154	93
FRONT SLOPE	178	145	82
SLOPE PAVEMENT	6	6	100
SIDEWALK	8	8	100
FENCE	160	136	85
VEGETATION-AESTHETICS			
ROADSIDE MOW	176	173	98
SLOPE MOWING	74	70	95
LANDSCAPING	76	68	89
TREE TRIMMING	180	160	89
CURB/SW EDGE	27	27	100
LITTER REMOVE	180	167	93
TURF CONDITION	177	163	92
TRAFFIC SERVICES			
RAISED MARKER	180	175	97
STRIPING	180	172	96
PAVT SYMBOL	103	101	98
GUARDRAIL	159	144	91
ATTENUATOR	24	24	100
SIGNS<30 SF	101	96	95
SIGNS>30 SF	82	73	89
OBJECT MARKER	172	155	90
LIGHTING	129	127	98
DRAINAGE			
SIDE/CRS DRA	61	53	87
RS/MED DITCH	166	165	99
OUTFALL DITCH	0	0	0
INLETS	127	109	85
MISC DRAINAGE	98	83	85
SWEEPING	115	108	94
BY ELEMENT:			
ROADWAY	97		
ROADSIDE	87		
TRAFFIC SERVICES	94		
DRAINAGE	91		
VEGETATION - AESTHETICS	93		
OVERALL MRP	92		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2013/2014		
Contract Number:	AN-T85		
FACILITY:	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28,587	
	#	YES	%
ROADWAY			
FLEX POT HOLE	90	90	100
FLEX EDGE RVL	0	0	0
FLEX SHOWING	90	90	100
FLEX DEP/BUMP	90	83	92
FLX PVD SH/TO	90	88	98
RIGID POT HOLE	8	8	100
RIGID DEP/BMP	8	8	100
RGD JOINT/CRK	8	8	100
RGD RVD SH/TO	9	9	100
ROADSIDE			
SHLDR UNPAVED	86	81	94
FRONT SLOPE	89	79	89
SLOPE PAVEMENT	3	3	100
SIDEWALK	7	7	100
FENCE	65	71	84
VEGETATION - AESTHETICS			
ROADSIDE MOW	90	89	99
SLOPE MOWING	20	20	100
LANDSCAPING	27	22	81
TREE TRIMMING	90	82	91
CURB/SW EDGE	11	11	100
LITTER REMOVE	90	84	93
TURF CONDITION	90	80	89
TRAFFIC SERVICES			
RAISED MARKER	90	88	98
STRIPING	90	85	94
PAVT SYMBOL	46	46	100
GUARDRAIL	88	82	92
ATTENUATOR	13	13	100
SIGNS<30 SF	45	43	96
SIGNS>30 SF	37	30	81
OBJECT MARKER	87	86	99
LIGHTING	53	53	100
DRAINAGE			
SIDE/CRS DRA	35	32	91
RS/MED DITCH	88	87	99
OUTFALL DITCH	0	0	0
INLETS	49	44	90
MISC DRAINAGE	28	24	86
SWEEPING	25	22	88
BY ELEMENT:			
ROADWAY	98		
ROADSIDE	89		
TRAFFIC SERVICES	86		
DRAINAGE	93		
VEGETATION - AESTHETICS	93		
MRP - RURAL LIMITED ACCESS	93		

Florida Department of Transportation Maintenance Rating Program Evaluation Period ANNUAL FY 2013/2014 Contract Number: AN-T85			
FACILITY:	URBAN LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	79.270	
	#	YES	*
ROADWAY			
FLEX POTHOLE	90	90	100
FLEX EDGE RVL	0	0	0
FLEX SHOWING	90	90	100
FLEX DEP/BUMP	90	87	97
FLX PVD SH/TO	90	81	90
RIGID POTHOLE	13	13	100
RIGID DEP/BMP	13	13	100
RGD JOINT/CRK	13	13	100
RGD RVD/SH/TO	12	12	100
ROADSIDE			
SHLDR UNPAVED	80	73	91
FRONT SLOPE	87	66	76
SLOPE PAVEMENT	3	3	100
SIDEWALK	1	1	100
FENCE	75	65	87
VEGETATION-AESTHETICS			
ROADSIDE MOW	86	84	98
SLOPE MOWING	54	50	93
LANDSCAPING	49	46	94
TREE TRIMMING	90	78	87
CURB/SW EDGE	16	16	100
LITTER REMOVE	80	83	92
TURF CONDITION	87	83	95
TRAFFIC SERVICES			
RAISED MARKER	90	87	97
STRIPING	90	87	97
PAVT SYMBOL	57	55	96
GUARDRAIL	70	62	89
ATTENUATOR	11	11	100
SIGNS<30 SF	56	53	95
SIGNS>30 SF	45	43	96
OBJECT MARKER	85	69	81
LIGHTING	76	74	97
DRAINAGE			
SIDE/CRS DRA	26	21	81
RS/MED DITCH	78	78	100
OUTFALL DITCH	0	0	0
INLETS	78	65	83
MISC DRAINAGE	70	59	84
SWEEPING	90	86	96
BY ELEMENT:			
ROADWAY	97		
ROADSIDE	85		
TRAFFIC SERVICES	93		
DRAINAGE	90		
VEGETATION - AESTHETICS	93		
MRP - URBAN LIMITED ACCESS	91		

FY13

Florida Department of Transportation Maintenance Rating Program			
Evaluation Period		ANNUAL FY 2012/2013	
Contract Number:		AN-T85	
FACILITY	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE:	104.123	
	#	YES	*
ROADWAY			
FLEX POT HOLE	180	178	99
FLEX EDGE RVL	1	1	100
FLEX SHO VING	180	180	100
FLEX DEP/BUMP	180	179	99
FLX PVD SH/TO	180	172	96
RIGID POT HOLE	23	23	100
RIGID DEP/BMP	23	23	100
RGD JOINT/CRK	23	22	96
RGD RVD SH/TO	23	23	100
ROADSIDE			
SHLDR UNPAVED	158	135	85
FRONT SLOPE	175	128	73
SLOPE PAVEMENT	8	7	88
SIDEWALK	5	5	100
FENCE	163	145	89
VEGETATION-AESTHETICS			
ROADSIDE MOW	170	184	96
SLOPE MOWING	66	66	100
LANDSCAPING	69	62	90
TREE TRIMMING	180	164	91
CURB/SW EDGE	31	31	100
LITTER REMOVE	180	151	84
TURF CONDITION	172	168	98
TRAFFIC SERVICES			
RAISED MARKER	180	172	96
STRIPING	180	174	97
PAVT SYMBOL	105	104	99
GUARDRAIL	153	133	87
ATTENUATOR	21	21	100
SIGNS<30 SF	114	100	88
SIGNS>30 SF	88	82	93
OBJECT MARKER	175	157	90
LIGHTING	130	122	94
DRAINAGE			
SIDE/CRS DRA	61	53	87
RS/MED DITCH	162	161	99
OUTFALL DITCH	1	1	100
INLETS	133	112	84
MISC DRAINAGE	89	74	83
SWEEPING	106	105	99
BY ELEMENT:			
ROADWAY	99		
ROADSIDE	83		
TRAFFIC SERVICES	93		
DRAINAGE	92		
VEGETATION - AESTHETICS	93		
OVERALL MRP	91		

Florida Department of Transportation Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2012/2013		
Contract Number:	AN-T85		
FACILITY:	URBAN/LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	75.536	
	#	YES	*
ROADWAY			
FLEX POTHOLE	99	89	99
FLEX EDGE RVL	0	0	0
FLEX SHOING	90	90	100
FLEX DEP/BUMP	90	90	100
FLX PVD SH/TO	90	88	95
RIGID POTHOLE	18	18	100
RIGID DEP/BMP	18	18	100
RGD JOINT/CRK	18	17	94
RGD RVD SH/TO	18	18	100
ROADSIDE			
SFLDR UNPAVED	71	62	87
FRONT SLOPE	85	57	67
SLOPE PAVEMENT	7	8	86
SIDEWALK	3	3	100
FENCE	76	70	92
VEGETATION/AESTHETICS			
ROADSIDE MOW	80	75	94
SLOPE MOWING	43	43	100
LANDSCAPING	49	44	90
TREE TRIMMING	90	77	86
CURB/SW EDGE	18	18	100
LITTER REMOVE	90	74	82
TURF CONDITION	82	80	98
TRAFFIC SERVICES			
RAISED MARKER	90	85	94
STRIPING	90	89	99
PAVT SYMBOL	50	60	100
GUARDRAIL	65	57	88
ATTENUATOR	15	15	100
SIGNS<30 SF	65	54	83
SIGNS>30 SF	50	50	100
OBJECT MARKER	85	73	86
LIGHTING	81	74	91
DRAINAGE			
SIDE/CRS DRA	23	20	87
RS/MED DITCH	72	72	100
OUTFALL DITCH	0	0	0
INLETS	76	62	82
MISC DRAINAGE	60	50	83
SWEEPING	90	89	99
BY ELEMENT:			
ROADWAY	99		
ROADSIDE	82		
TRAFFIC SERVICES	93		
DRAINAGE	91		
VEGETATION - AESTHETICS	91		
MRP - URBAN LIMITED ACCESS	90		

Florida Department of Transportation Maintenance Rating Program Evaluation Period ANNUAL FY 2012/2013 Contract Number: AN-T85			
FACILITY	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28.687	
	#	YES	*
ROADWAY			
FLEX POT HOLE	90	89	99
FLEX EDGE RVL	1	1	100
FLEX SHO VING	90	90	100
FLEX DEP/BUMP	90	89	99
FLX PVD SH/TO	90	86	96
RIGID POT HOLE	5	5	100
RIGID DEP/BMP	5	5	100
RGD JOINT/CRK	5	5	100
RGD RVD SH/TO	5	5	100
ROADSIDE			
SHLDR UNPAVED	87	73	84
FRONT SLOPE	80	71	79
SLOPE PAVEMENT	1	1	100
SIDEWALK	2	2	100
FENCE	87	75	88
VEGETATION - AESTHETICS			
ROADSIDE MOW	90	89	99
SLOPE MOWING	23	23	100
LANDSCAPING	20	18	90
TREE TRIMMING	90	87	97
CURB/SW EDGE	13	13	100
LITTER REMOVE	90	77	86
TURF CONDITION	90	88	98
TRAFFIC SERVICES			
RAISED MARKER	90	87	97
STRIPING	90	85	94
PAVT SYMBOL	45	44	98
GUARDRAIL	88	76	86
ATTENUATOR	6	6	100
SIGNS<30 SF	49	46	94
SIGNS>30 SF	38	32	84
OBJECT MARKER	90	84	93
LIGHTING	49	48	98
DRAINAGE			
SIDE/GRS DRA	38	33	87
RS/MED DITCH	90	89	99
OUTFALL DITCH	1	1	100
INLETS	57	50	88
MISC DRAINAGE	29	24	83
SWEEPING	16	16	100
BY ELEMENT:			
ROADWAY	98		
ROADSIDE	83		
TRAFFIC SERVICES	93		
DRAINAGE	82		
VEGETATION - AESTHETICS	95		
MRP RURAL LIMITED ACCESS	92		

1412

Florida Department of Transportation Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2011/2012		
Contract Number:	AN-T85		
FACILITY:	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE:		
	#	YES	*
ROADWAY			
FLEX POTHOLE	180	179	99
FLEX EDGE RVL	0	0	0
FLEX SHOING	180	180	100
FLEX DEP/BUMP	180	176	98
FLX PVD SH/TO	180	171	95
RIGID POTHOLE	18	18	100
RIGID DEP/BMP	18	18	100
RGD JOINT/CRK	18	18	100
RGD RVD SH/TO	20	20	100
ROADSIDE			
SHLDR UNPAVED	168	120	71
FRONT SLOPE	177	123	69
SLOPE PAVEMENT	5	5	100
SIDEWALK	0	0	0
FENCE	175	147	84
VEGETATION-AESTHETICS			
ROADSIDE MOW	178	175	98
SLOPE MOWING	80	78	98
LANDSCAPING	70	58	83
TREE TRIMMING	179	172	96
CURB/SW EDGE	32	32	100
LITTER REMOVE	180	147	82
TURF CONDITION	179	171	95
TRAFFIC SERVICES			
RAISED MARKER	180	177	98
STRIPING	180	175	97
PAVT SYMBOL	91	91	100
GUARDRAIL	162	127	84
ATTENUATOR	17	16	94
SIGNS<30 SF	109	102	94
SIGNS>30 SF	82	77	94
OBJECT MARKER	176	171	97
LIGHTING	109	105	96
DRAINAGE			
SIDE/CRS DRA	83	71	86
RS/MED DITCH	169	167	99
OUTFALL DITCH	0	0	0
INLETS	136	125	92
MISC DRAINAGE	101	90	89
SWEEPING	108	107	99
BY ELEMENT:			
ROADWAY	98		
ROADSIDE	75		
TRAFFICE SERVICES	95		
DRAINAGE	93		
VEGETATION - AESTHETICS	94		
OVERALL MRP	93		

Florida Department of Transportation Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2011/2012		
Contract Number:	AN-T85		
FACILITY:	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28,587	
	#	YES	*
ROADWAY			
FLEX POT HOLE	90	89	99
FLEX EDGE RVL	0	0	0
FLEX SHO VING	90	90	100
FLEX DEP/BUMP	90	87	97
FLX PVD SH/TO	90	86	96
RIGID POT HOLE	4	4	100
RIGID DEP/BMP	4	4	100
RGD JOINT/CRK	4	4	100
RGD RVD SH/TO	4	4	100
ROADSIDE			
SHLDR UNRAVED	89	53	60
FRONT SLOPE	90	70	78
SLOPE PAVEMENT	0	0	0
SIDEWALK	0	0	0
FENCE	89	71	80
VEGETATION - AESTHETICS			
ROADSIDE MOW	90	90	100
SLOPE MOWING	20	20	100
LANDSCAPING	24	18	75
TREE TRIMMING	89	86	97
CURB/SW EDGE	9	9	100
LITTER REMOVE	90	72	80
TURF CONDITION	90	85	94
TRAFFIC SERVICES			
RAISED MARKER	90	88	98
STRIPING	90	85	94
PAVT SYMBOL	38	38	100
GUARDRAIL	88	75	85
ATTENUATOR	5	5	100
SIGNS <30 SF	46	43	93
SIGNS >30 SF	38	33	87
OBJECT MARKER	89	87	98
LIGHTING	40	40	100
DRAINAGE			
SIDE/CRS DRA	47	45	96
RS/MED DITCH	88	88	99
OUTFALL DITCH	0	0	0
INLETS	53	47	89
MISC DRAINAGE	29	24	83
SWEEPING	18	18	100
BY ELEMENT:			
ROADWAY	98		
ROADSIDE	71		
TRAFFICE SERVICES	94		
DRAINAGE	93		
VEGETATION - AESTHETICS	94		
MRP - RURAL LIMITED ACCESS	92		

Florida Department of Transportation Maintenance Rating Program Evaluation Period ANNUAL FY 2011/2012 Contract Number: AN-T85			
FACILITY:	URBAN LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	75.536	
	#	YES	*
ROADWAY			
FLEX POT HOLE	90	90	100
FLEX EDGE RVL	0	0	0
FLEX SHO VING	90	90	100
FLEX DEP/BUMP	90	89	99
FLX PVD SH/TO	90	85	94
RIGID POT HOLE	14	14	100
RIGID DEP/BMP	14	14	100
RGD JOINT/CRK	14	14	100
RGD RVD SH/TO	16	16	100
ROADSIDE			
SHLDR UNPAVED	79	67	85
FRONT SLOPE	87	53	61
SLOPE PAVEMENT	5	5	100
SIDEWALK	0	0	0
FENCE	86	78	88
VEGETATION AESTHETICS			
ROADSIDE MOW	88	85	97
SLOPE MOWING	60	58	97
LANDSCAPING	46	40	87
TREE TRIMMING	90	86	96
CURB/SW EDGE	23	23	100
LITTER REMOVE	90	75	83
TURF CONDITION	89	86	97
TRAFFIC SERVICES			
RAISED MARKER	90	89	99
STRIPING	90	90	100
PAVT SYMBOL	53	53	100
GUARDRAIL	64	52	81
ATTENUATOR	12	11	92
SIGNS<30 SF	63	59	94
SIGNS>30 SF	44	44	100
OBJECT MARKER	87	84	97
LIGHTING	69	65	94
DRAINAGE			
SIDE/CRS DRA	38	26	72
RS/MED DITCH	80	79	99
OUTFALL DITCH	0	0	0
INLETS	83	78	94
MISC DRAINAGE	72	66	92
SWEEPING	90	89	99
BY ELEMENT:			
ROADWAY	99		
ROADSIDE	79		
TRAFFIC SERVICES	95		
DRAINAGE	93		
VEGETATION - AESTHETICS	94		
MRP - URBAN LIMITED ACCESS	94		

Out Parcel Mowing List Contract 001151

SR #	Out Parcel	Location	Mowing Acres
SR 408	Pond #1	West SR 50 at SR 408	2.0 acres
SR 408	Pond #2	Eastbound SR 408 approaching Good Homes Rd	1.3 acres
SR 408	Pond #3 (dry)	Northeast corner of Good Homes at SR 408	2.7 acres
SR 408	Amelia St @ Powers Dr	Two parcels	0.4 acre
SR 408	Kirk St	Kirk St and W. Amelia	0.7 acre
SR 408	Hart St	Hart St at SR 408	0.4 acre
SR 408	Kendon Rd	West of Fairvilla Rd at Old Winter Garden	0.3 acre
SR 408	N. Cottage Hill Rd	West of John Young at SR 408	0.4 acre
SR 408	Primrose Ave	Southeast corner Anderson St at Primrose Dr	0.3 acre
SR 408	Kittinger Park/Pond #4	South St at Crystal Lake Dr	2.8 acres
SR 408	GOAA / Pond #5	On Orlando Executive Airport at Conway Rd	0.3 acre
SR 408	Park of Americas/Pond #6	On Andes Ave at ORL Tower Rd	3.0 acres
SR 408	Canal/Pond #7	West of Cosmos and north of SR 408	0.5 acre
SR 408	Pond #8	Corner of Goldenrod Rd and Lk Underhill Rd	1.4 acres
SR 408	Pond #9	Northwest corner of SR 408 and Chickasaw Tr.	1.3 acres
SR 408	Pond #10 and #11	Between Econ Trail and Dean Rd north of SR 408	4.0 acres
SR 408	Pond #12 and #13	Between Econ Trail and Dean Rd south of SR 408	2.8 acres
SR 408	Anderson St along SR 408 from back of curb to planting beds		1.5 acres
SR 408	South St along SR 408 from edge of road to planting beds		1.5 acres
SR 408	Carter St along SR 408 from back of curb to planting beds		3.0 acres
SR 408	Long St along SR 408 from back of curb to planting beds		3.0 acres
SR 408	Lk Underhill Rd from Conway Rd to Semoran (edge of pavement to plant beds)		1.3 acre
Whittington	Southeast corner of SR 417 and University Blvd		0.65 acre
Paradi Lane	South of Valencia College Ln east of SR 417		0.60 acre
Old Tree Rd	End of cul-de-sac east of SR 417		0.10 acre
Goldenrod Rd	Goldenrod Rd from Hoffner Ave to Cargo Rd		12.70 acres
W Coleman Rd	Between Chickasaw Trail and Val. College Lane		18.00 acres

Note: Edge all turf areas adjacent to curbs and sidewalks where applicable. Remove clippings from roadways and sidewalks. Avoid discharge of clippings into landscape beds. Remove all trash and debris prior to beginning any mowing activities.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO: All Planholders of Record
FROM: Aneth O. Williams, Director of Procurement
DATE: January 18, 2017
SUBJECT: Roadway and Bridge Maintenance Services S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension; RFP No. 001151 – Addendum No. 3

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated December 2016, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 5 pages and the following attachments: New Exhibit "C"- Contract, and CFX Incident Response Plan.

CHANGE TO CONTRACT

1. Discard the original Exhibit "C" – Contract issued within the RFP package and replace it with the New Exhibit "C"- Contract attached to this addendum.

RESPONSES TO QUESTIONS RECEIVED

2. The following questions were received from potential proposers of record. CFX's response follows the questions.

Q001: What are the job descriptions of the Program Manager and Project Manager? What is the difference between the positions? Do one or both need to be FL PE's?

R: Job descriptions not available. Scope of Services Exhibit "A" paragraph 1.2 requires a full-time, Florida registered P.E.

Q002: A-1. Where and how many out parcels are there to maintain? What are the performance standards for these?

R: See Addendum No. 2 attachment, "Out Parcel Mowing List"

Q003: A-1. Permitting - inspection only or processing also? How many permits a year can we expect?

R: Contractor is expected to handle entire permitting process. Number cannot be determined.

Q004: A-2. Can we get a copy of the CFX incident response plan?

R: See attachment

Q005: A-3. Should priority 2 bridge work orders be 90 days to complete?

R: FDOT requires Priority 2 work orders to be completed in 180 days.

Q006: A-3. Since we have RCI responsibility - can we get a copy of the latest RCI and the dates the last RCI was performed to plan how many times we will need to perform during the contract term?

R: Not available from CFX. Contact FDOT for latest RCI

Q007: A-19. Is there a construction/resurfacing work program that is published or that can be made available?

R: Not readily available

Q008: A-10. What is the threshold that we will be responsible for extensive and/or catastrophic damage?

R: Contractor shall restore damaged areas to a safe condition. CFX may reimburse contractor on a case-by-case basis.

Q009: D-4. Do the cost per centerline mile provided for deductions need to add up to the IS pricing provided on the top? How or will these CL prices be evaluated?

R: No. Centerline mile pricing will not be evaluated. Refer to Exhibit "D-4".

Q010: How many Roadway Lights does CFX own on SR408 & SR417 & SR528 & SR551?

R: Information not readily available

Q011: How many Sign Structure Lights does CFX own on SR408 & SR417 & SR528 & SR551?

R: 1500 (estimate only). Contractor is responsible for all sign structure lights.

Q012: How many Under Deck Bridge Lights does CFX own on SR408 & SR417 & SR528 & SR551?

R: Information not readily available

Q013: How many High mast light poles (HMLP) does CFX own on SR408 & SR417 & SR528 & SR551?

R: 68

Q014: How many poles (Roadway Lights) were knocked down during 2016 or 2015?

R: Information not readily available

Q015: 2.7 on page AT5-5 states contractor shall be responsible for locating and marking all roadway lighting infrastructure in compliance with Sunshine 811. How many Sunshine One Call tickets did the current contractor receive in 2016 or 2015?

R: Information not readily available

Q016: 2.1 on page AT5-1 requires the contractor to Night patrolling and inspection of the lighting system on the 1st and 15th of each month. Can CFX provide a copy of the most recent inspection report?

R: Information not readily available

Q017: 2.5 B on page AT5-5 states maintain a sufficient number of replacement poles, arms, light fixtures and related materials to replace multiple damages light poles. Minimum quantity of poles to be approved by CFX. What is the minimum quantity of poles CFX would approve?

R: 10 light pole minimum

Q018: Can CFX provide the following information regarding work quantities:

- a. **Mowing: Number of cycles performed in each of the last 5 years and the quantities of acres mowed per cycle?**
- b. **Guardrail: Linear feet of Guardrail repaired in each of the last 5 years due to accidents. Inventory of Guardrail in the system.**
- c. **Mechanical Sweeping: Number of cycles performed in each of the last 5 years and number of miles per cycle?**
- d. **Number of luminaires on the project**

R: Information not readily available

Q019: Can we get a copy of the lighting repair records for 2016 or 2015?

R: Information not readily available

Q020: Would CFX provide a list of the Work orders issued for bridges and overhead sign structures over the past 5 years?

R: Information not readily available

Q021: Will the contractor be allowed to sit at the FARC meetings when the Work Orders are issued and priorities assigned?

R: Yes

Q022: Could CFX provide the number of bridges and overhead sign structures on the system?

R: 305 bridge structures and 590 overhead sign structures

Q023: Does CFX require the slopes to be fertilized?

R: Yes

Q024: Will the Authority consider extending the renewal option to 5 years as opposed to 1 year increments?

R: No

Q025: Will the Authority consider extending the contract to a 7 or 10-year term as opposed to 5 years?

R: No

Q026: Current sweeping frequency is 24 times per year at a minimum, will CFX increase the frequency in the current scope after the project begins? At the request of the Authority, sweeping cycles were increased because monthly cycles were not adequate to manage the debris accumulation. Additional sweeping cycles were also performed for special events at the stadium.

R: At discretion of CFX, additional cycles may be added.

Q027: When is the estimated start date for the project?

R: 1 July 2017

Q028: Given the need to build estimates of quantities (inventory), would CFX consider extending the bid due date for a week?

R: No

Q029: Could CFX clarify what will be the contractor's responsibilities during and after declared and not declared emergencies due to weather events (hurricanes, tornados, etc.)?

R: Refer to Scope of Services

END OF ADDENDUM NO. 3

Exhibit C
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD EXTENSION (S.R. 551)
CONTRACT

This Contract No. 001151 (the "Contract" as defined herein below), is made this 1st day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and _____, a _____ corporation, registered and authorized to conduct business in the State of Florida, whose principal address is _____ and who is duly authorized hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide roadway and bridge maintenance services on S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

WHEREAS, on or about December 5, 2016, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of _____ qualified firms that responded to the Request for Proposals and was ultimately selected;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized

C-1

representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include maintenance of, and administration and management services related to, S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract,
- 1.2 The Addenda (if any), with those of later date having precedence over those of earlier date,
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,
- 1.6 The Technical Proposal submitted by CONTRACTOR, and
- 1.7 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be

paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is \$ _____.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions,

constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. All surety bonds shall be in a

form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability Insurance** having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance Coverage**, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance Coverage** in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

6.5 Performance and Payment Bond The CONTRACTOR shall furnish to CFX, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2017 through June 30, 2018. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, CFX. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's roadway and bridge maintenance services.

7.7 CONTRACTOR and its subcontractors shall cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into a contract with CFX understands and will comply with subsection. 20.055(5), Florida Statutes.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee, whether Key Personnel or not, whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

9. HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless CFX, its officers, and employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees)

or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

Contractor's liability per occurrence under this Indemnity provision shall not exceed the greater of: (a) one million dollars (\$1,000,000); (b) the total aggregate amount of insurance required; or (c) the total amount of the Contract, inclusive of amendments, extensions, renewals, and supplemental agreements thereto, for the entire term of the Contract.

The obligations in Section 9.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Contract and continue in full force and effect.

10. PUBLIC RECORDS

Notwithstanding Section 11, entitled "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public

Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the

contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act. Failure by the CONTRACTOR to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by CFX.

The obligations in Section 10.0, Public Records, shall survive the expiration or termination of this Contract and continue in full force and effect.

11. PRESS RELEASES

The CONTRACTOR agrees that it shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying CFX and securing its consent in writing, except as required by law. The CONTRACTOR also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Contract, it being understood that, under Section 10.0 hereof, such data or information is the property of CFX.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with

trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to

protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

The CONTRACTOR acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONTRACTOR, agrees to abide with such policy.

15. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

A person or affiliate who has been placed on the Florida Department of Management Services convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without

CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Contract (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Contract without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been

approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested

claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

22. GOVERNING LAW

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire Contract of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25.0 DOCUMENTED ALIENS

The CONTRACTOR warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONTRACTOR shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONTRACTOR has knowingly employed any unauthorized alien in the performance of this Contract, CFX may immediately and unilaterally terminate this Contract for cause.

26.0 E-VERIFY CLAUSE

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Contract.

27.0 INSPECTOR GENERAL

CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing

pursuant to this section. CONTRACTOR agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Contract and continue in full force and effect.

28.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

29.0 INTEGRATION

This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

30.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Contract may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

31.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONTRACTOR: _____

Attn: _____

Attn: _____

32. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

32.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

32.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

32.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

32.4 Obligations upon expiration or termination of the Contract, as set forth in Section 33; and

32.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

33. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

33.1 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on _____, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

CONTRACTOR

By: _____

Print Name: _____

Title: _____

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

Exhibit A
SCOPE OF SERVICES
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528 AND GOLDENROD ROAD EXTENSION (S.R. 551)
CONTRACT NO. 001151

1.0 OVERVIEW

- 1.1 The Contractor shall perform maintenance of and administration and management services related to roadways (including out parcels) and bridges along S.R. 408 (East-West Expressway), S.R. 528 (Beachline Expressway) from Boggy Creek Road to S.R. 520; S.R. 417 (Central Florida GreeneWay) from International Drive to Seminole/Orange County line, and Goldenrod Road Extension (S.R. 551) from Hoffner Road to Cargo Road in Orange County, Florida.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached specifications.

- 1.2 The Contractor, or an approved subcontractor, shall employ a full-time registered professional engineer licensed to practice in the State of Florida and sufficient qualified technical and professional staff to support activities and program areas including, but not limited to: roadway and bridge maintenance contract administration; maintenance contract development; maintenance condition survey management; road serviceability analysis; and transportation safety management. CFX, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.
- 1.3 The services to be provided by the Contractor shall be furnished through a combination of Contractor staff/personnel and subcontractors/subconsultants under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include, but are not necessarily limited to maintenance of: roadway features (pavement); roadside features (e.g., soil shoulders, slopes, and fence); traffic services features (e.g., signs, striping, and guardrail); vegetation/aesthetics (e.g., mowing and litter); and drainage (e.g., ditches and inlets). Work shall also include responsibility for traffic operations; reviewing bridge inspection reports and preparing and implementing a plan for repairs of noted deficiencies; performing road serviceability analysis; and responsibility for permit operations. These services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll

facilities and equipment, the fiber optic network, wrong-way driving signs, landscaping and aquatic weed control are not a part of this scope and will be performed by others.

- 1.4 CFX does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Contractor is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by others or, where applicable, by Florida Department of Transportation (FDOT).

2.0 ROADWAY MAINTENANCE AND INSPECTION

- 2.1 The Contractor shall be responsible for all routine bridge maintenance, roadway maintenance (roadway features, roadside features, traffic services features, vegetation/aesthetics and drainage) and inspection and administrative functions as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures.
- 2.2 The Contractor, through the use of subcontractors and subconsultants, shall provide qualified maintenance contractors and technical and administrative personnel in appropriate numbers to ensure that maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All activities shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of the Contract.
- 2.3 The Contractor shall comply with the CFX Incident Response Plan. This document provides procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities.
- 2.3.1 The Contractor shall comply with the CFX Open Road Tolling procedures policy letter for scheduled or emergency closing of express toll lanes.
- 2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all work under control of the Contractor, its agent, employees and subcontractors/subconsultants. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.
- 2.5 The Contractor shall review Bridge Inspection Reports received by CFX. The Contractor shall have complete responsibility for scheduling and performing bridge maintenance and repairs. The Contractor shall return completed signed and dated FDOT work order forms to the Director of Maintenance to include photographs of the completed repairs. CFX will review the documents and notify FDOT to close the work order within 60 days for Priority 1

work orders, 180 days for Priority 2 and 3 work orders and within 2 years for Priority 4 work orders. Work not completed within this time frame will be subject to a reduction in compensation due the Contractor of \$200 per day per work order for each day the work is not completed.

2.6 Road Serviceability Analysis - The Contractor shall:

2.6.1 Attend MRP inspection with FDOT and Director of Maintenance. Review results of the Maintenance Rating Program (MRP) inspection performed by FDOT and initiate corrective action based on undisputed MRP inspections within 30 days of receipt of the findings from the Director of Maintenance.

2.6.2 Prepare road serviceability analyses and documentation to correct identified deficiencies. Use the current year Annual Inspection Report compiled by CFX's General Engineering Consultant as a baseline of the deficiencies needing repair. Integrate report findings in Contractor's Work Plan.

2.6.3 Perform Road Characteristics Inventory (RCI) field review and document changes. Develop and maintain an up to date inventory of CFX assets of roadway items and bridge features within 180 days of Notice to Proceed. Use FDOT Straight Line Drawings (SLD) to populate initial inventory.

2.7 Contract Administration - The Contractor shall:

2.7.1 Review maintenance contract reports relating to Contractor's performance and communicate with subcontractors, if necessary, regarding negative conformance to specifications, workmanship, etc.

2.7.2 Prepare and maintain monthly progress schedules and reports applicable to all phases of maintenance operation and such special reports as may be required to keep CFX advised with respect to the progress of work activity.

Provide the monthly report in a format that includes all Activity Groups and Activity Codes, quantities and applicable measurement units (i.e. acre, square foot/yard, each, etc.) as described in the FDOT Maintenance Cost Handbook.

2.7.3 Assist CFX in responding to the public interest regarding maintenance activities.

2.8 In all cases and scenarios prepare accident claim in form and content reasonably satisfactory to CFX.

2.8.1 For matters or incidents in an amount less than or equal to \$25,000.00, or the CFX insurance contract deductible, whichever is greater, in estimated repair damages for

any particular occurrence due to the intentional acts or negligence of any third party or parties, the Contractor shall:

- (i) Provide a copy of said accident claim to CFX for its records if requested; and
- (ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
- (iii) Seek reimbursement of the expenses made in connection with the aforementioned repair and/or maintenance, at Contractor's sole expense, only from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek reimbursement from the CFX. Nor shall the Contractor seek reimbursement from the CFX insurance carrier or carriers without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, or the CFX insurance carrier or carriers, whether in law or in equity.

2.8.2 For matters or incidents in an amount greater than \$25,000.00, or CFX's insurance contract deductible, whichever is greater, in estimated repair damages for any particular occurrence due to the intentional acts or negligence of any third party or parties, as an absolute condition of the Contractor being reimbursed by CFX, the Contractor shall:

- (i) Submit said accident claim affidavit to CFX; and
- (ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
- (iii) Notify CFX in writing, that the Contractor seeks reimbursement of the Contractor's expenses, reasonably related to such repairs and/or maintenance, whereby CFX, shall at its expense, file a reimbursement claim with the CFX insurance carrier or carriers. Should the CFX insurance carrier or carriers fail to pay all of any particular reimbursement claim, the Contractor may, but shall have no

obligation to, seek reimbursement of any particular claim shortfall from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek any reimbursement from the CFX insurance carrier or carriers, whether or not the claim is based on bad faith or otherwise, without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, whether in law or in equity.

- 2.8.3 Contractor and its assigns, if any, hereby waive any and all claims, reimbursement requests, and the like, against any self-insurance policy or policies of CFX and of the Florida Department of Transportation.

3.0 CONTROL OF THE WORK

- 3.1 The Contractor shall develop, prepare, and implement a Roadway Maintenance Operations Work Plan.

The Work Plan shall contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The date may be expressed by week or by any other more specific periods or date the Contractor selects.

A draft of the Work Plan shall be submitted to CFX within 30 days after the date of the Notice to Proceed. CFX will review the plan and meet with the Contractor to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

The Contractor shall submit an updated Work Plan to CFX at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

- 3.2 Director of Maintenance

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, Maintenance Specifications or other Contract Documents the term "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

All work shall be subject to review and acceptance by the Director of Maintenance who shall evaluate the Contractor's work for compliance with the Contract Documents. The Director

of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

3.3 Coordination of Contract Documents

The Scope of Services, Maintenance Specifications and all supplementary documents are integral parts of the Contract Documents and a requirement occurring in one document is as binding as though occurring in all documents. Section 102, Maintenance of Traffic, which is included in the Maintenance Specifications as Attachment 19, replaces Section 102 in the FDOT Standard Specifications for Road and Bridge Construction. The remainder of the Standard Specifications, (current edition at the time of Contract execution) and the FDOT Design Standards, January 2016 edition, are incorporated by reference as if fully set forth herein. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Scope of Services
2. Maintenance Specifications
3. FDOT Standard Specifications, current edition at time of Contract execution.
4. FDOT Design Standards, January 2016 edition

Unless specifically allowed by the Director of Maintenance, the Method of Measurement and the Basis of Payment articles in all sections of the Standard Specifications will not apply to this Contract. See Method of Compensation for additional information.

3.4 Traffic Control and Lane Closures

The Contractor shall adhere to the requirements of Part 6 of the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic, and FDOT Design Standards Drawing No. 600.

No work shall occur on CFX's system between the hours of 6:00 am and 11:00 pm, Monday through Sunday, without the permission of the Director of Maintenance. Ramp closures will only be permitted between the hours of 11:00 pm and 5:00 am any day of the week.

If, in the opinion of the Director of Maintenance, any permitted lane closure(s) causes extended traffic congestion the Contractor shall, at the direction of the Director of Maintenance, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Maintenance.

Delay costs to the public will result if all lanes are not open to traffic during the times noted above. The Contractor shall plan its operations such that all equipment and materials except those required for the safety of the traveling public are removed from the clear zone and lanes are reopened for traffic by the times noted above. A damage recovery cost will be assessed for failure by the Contractor to clear traffic lanes in the following amount:

10 minutes and under.....No damage recovery cost assessed
Each additional 10 minutes or fraction thereof.....\$2,000

Costs will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Maintenance. CFX shall have the right to apply as payment on such damages any money which is due to the Contractor by CFX. At the discretion of the Director of Maintenance, damage recovery costs will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

3.5 Other Work

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments because of deletion of work items or delay because of activities by others.

3.6 Subcontractors

The Contractor shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of the Contract or any portion thereof without the written consent of CFX which may be withheld in CFX's sole and absolute discretion. A list of approved subcontractors shall be made a part of the Contract. Subsequent to the execution of the Contract, any additions to the list will require prior approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), will also require prior approval by the CFX Board. No such subcontract shall be executed by the Contractor until Board approval is given. Refer to Article 17, Subletting and Assignment, in the Contract for additional requirements.

Promptly upon request of CFX, the Contractor shall remove from the activities associated with or related to the performance of the Contract any subcontractor, at any tier, whom CFX considers unsuitable for such work. Such subcontractor shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

4.0 OTHER REQUIREMENTS

4.1 Permits, Notifications and Fees

- 4.1.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.
- 4.1.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract lump sum prices for the items of work in the Contract.
- 4.1.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

4.2 Hazardous or Toxic Waste, Pollutants

- 4.2.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Director of Maintenance shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.
- 4.2.2 Contractor shall minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Director of Maintenance.
- 4.2.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.

4.3 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

4.4 Safety

4.4.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Loss Prevention Manual (current issue at time of Contract execution) is incorporated by reference and made a part of the Contract, and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

4.4.2 The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

4.4.3 The Contractor shall ensure that its workers and subcontractors at all tiers use vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 2 at all times. Class 2 vest garments will be required for all speeds. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.4.4 All vehicles used within the project limits shall be equipped with flashing yellow strobe lights mounted on top of the vehicle to be clearly visible. All vehicles shall be marked with the Contractor's or any tier subcontractor's name and/or logo on both sides of the vehicle in a font easily read from a distance of 15 feet.

4.5 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from

any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4.6 Disadvantaged, Minority and Women Owned Businesses (D/M/WBE)

General: The Contractor is encouraged to continue to meet or demonstrate the 15% participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort herein. The Contractor shall demonstrate through documentation that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary. Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

4.6.1 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

4.6.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

4.6.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

- (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status.
 - (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

4.6.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
 4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.
- 4.6.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:
1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
 3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
 4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
 - (b)
 - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
 - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
 - (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be

reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4.6.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
9. any other records required by the Director of Maintenance or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

4.6.5 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", which shall be completed and submitted with the "Request For Authorization To Sublet Work". One copy of the certification will be attached to each copy of the "Request For Authorization To Sublet Work".

4.7 Office and Storage Facilities

CFX will provide office and storage facilities for the Contractor at 7015 McCoy Road. The site includes an office area of which approximately 3,000 square feet will be provided to the Contractor and a covered warehouse/maintenance building of approximately 11,000 square feet which is available to the Contractor. Uncovered space on the site will also be available to the Contractor. Contractor is responsible for all maintenance to the entire office building, storage facility and the facility site. Contractor shall also be responsible for all necessary insurance/liability coverage as well as all utility costs. Any additional space required by the Contractor beyond that furnished by CFX shall be secured by the Contractor at the Contractor's expense.

The space provided by CFX is being made available to the Contractor at the sole discretion of CFX. The Contractor agrees to vacate any or all of the office, warehouse/maintenance building, and uncovered space upon 90 days written notice from CFX.

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 Beginning Work

The Contractor shall commence work as of the date established in the Notice to Proceed. The term of the Contract will begin on the date established in the Notice to Proceed.

5.2 Status of Work

The Contractor shall keep the Director of Maintenance advised as to the status of work being done by the Contractor and the details thereof on a daily basis. The Contractor shall e-mail locations of work crews to designated CFX maintenance personnel indicating roadway, start and proposed end location by mile post for each major work activity. Coordination shall be

maintained by the Contractor with the Director of Maintenance. The Director of Maintenance or Contractor may request and be granted a conference with the other party.

5.3 Maintenance Operations

- 5.3.1 The Contractor shall be available 24 hours a day, 7 days a week, 52 weeks a year. The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.
- 5.3.2 Regular time is defined as 7:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays (Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day). When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday.
- 5.3.3 Special time is defined as 5:00 p.m. to 7:00 a.m., Monday through Friday and all day Saturdays, Sundays, and holidays. For special operations, night work may be allowed between the hours of 5:00 p.m. to 7:00 a.m., with proper lighting, if so authorized by the written approval of the Director of Maintenance (e-mail may be used).
- 5.3.4 No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet. Work may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.
- 5.3.5 Prior to beginning maintenance operations, the Contractor shall submit to the Director of Maintenance, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required roadway and bridge maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.
- 5.3.6 All Contractor, subcontractors and second tier subcontractor's vehicles shall have clear identification of the company they represent. All Contractor, subcontractor and second tier subcontractor employees requiring access to any CFX facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to CFX prior to beginning work under the Contract. Any employee not on

the Contractor's list and not having the proper photo identification will not be allowed access to facilities.

- 5.3.7 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible. Equipment or vehicles shall be clearly marked with cones or lighted barricades. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.
- 5.3.8 In circumstances where the work has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.
- 5.3.9 CFX will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:
- a. Up to 1 hour late - \$100.00 reduction.
 - b. More than 1 hour late - \$200.00 reduction.
 - c. For each additional hour late - \$200.00 reduction

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Director of Maintenance that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this subarticle.

No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew.

- 5.3.10 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:

- (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or
- (ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Director of Maintenance will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by CFX.

5.4 Suspension of Work

CFX reserves the right (as may be exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

CFX anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the work. Upon direction from the Director of Maintenance, the Contractor shall reduce roadway maintenance activities in the construction areas designated by CFX until such time as the suspension is lifted. The only maintenance activities that shall be performed by the Contractor in the designated areas are litter removal, herbicide applications and emergency response. Payment will only be made to the Contractor for the maintenance activities performed during the suspensions at the appropriate reduced cost per centerlinemile shown in the Price Proposal.

5.5 Liquidated Damages

- 5.5.1 The Contractor (or in the circumstance of the Contractor default, the surety) shall pay to CFX, not as a penalty but as liquidated damages, \$200 per day for failure of the Contractor to complete the work within the time stipulated in the work order or maintenance specifications or within such additional time as may have been granted by CFX. It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

- 5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.
- 5.5.3 Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
- 5.5.4 In the event of default by the Contractor and the completion of the work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the work due to any unreasonable action or delay on the part of CFX.
- 5.5.5 The work will be considered completed when all work has been accepted by the Director of Maintenance. CFX reserves the right to apply as payment on such liquidated damages any money due the Contractor by CFX.

5.6 Sales and Use Taxes

Work under the Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on State, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The Contractor is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the Contractor's Price Proposal.

5.7 Binding Arbitration

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

5.7.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- a. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- b. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- c. the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceedings, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

5.8 Evaluation and Acceptance of Work

- 5.8.1 The performance of the Contractor under the terms of the Contract will be subject to review by CFX. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or work.
- 5.8.2 For roadway maintenance work, the major criterion used by CFX for evaluating the Contractor's performance and acceptability of the completed work will be the average "score" given to the roadway features, roadside features, traffic services features, vegetation/aesthetic (exclusive of landscape areas maintained by others) and drainage by the Florida Department of Transportation through its annual Maintenance Rating Program (MRP). CFX will use the current FDOT weighted scoring system when evaluating the roadway system. The Contractor shall achieve and maintain an

MRP of 91 for S.R. 408, S.R. 417, and S.R. 528. The Goldenrod Road Extension (S.R. 551) is not scored by MRP.

The MRP score is not the only evaluation criterion that CFX will use to evaluate Contractor performance. The fact that the Contractor is able to achieve the required scores for each roadway shall not relieve the Contractor from its responsibility to constantly monitor and maintain the roadways and all of their elements and characteristics. For example, with regard to vegetation/aesthetics, CFX expects the Contractor to keep S.R. 408, S.R. 417, S.R. 528 and the Goldenrod Road Extension virtually litter free on a daily basis and to ensure that all turf areas have a pleasing and presentable appearance at all times. CFX further expects the Contractor to be sensitive to the needs and perceptions of CFX's customers who feel that paying a toll to use a roadway entitles them to a ride that is not only pleasing to the eye but also smooth, safe and comfortable as well.

The FDOT will conduct MRP ratings for CFX every four months on S.R. 408, S.R. 417 and S.R. 528. Beginning with the first four-month period, CFX will withhold from monies due the Contractor an amount equal to one percent (1%) of the cumulative amount of four months payments for each point below an overall MRP of 91. CFX will withhold from monies due the Contractor an amount equal to one-half of one percent (.5%) of the cumulative amount of four months payments for each point below 89 on any element rating. CFX will withhold from monies due the Contractor an amount equal to one-tenth of one percent (0.10%) of the cumulative amount of four months payments for each percentage point below 80 on any characteristic rating. If a characteristic falling below 80 is rated on fewer than 10 inspection points, CFX will conduct a supplemental inspection of those characteristics to provide a minimum of 10 points for evaluation.

The monies withheld by CFX will be placed in the Work Order Allowance for use at CFX's sole discretion to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX.

5.9 Compensation

The Contractor will be paid monthly for lump sum items according to the schedule below. Monthly dollar amount will be the total Contract amount multiplied by the monthly factor listed below.

<u>Month</u>	<u>Year 1</u>	<u>Years 2-5</u>
1	0.019	0.017
2	0.019	0.017
3	0.016	0.017
4	0.016	0.017
5	0.016	0.017
6	0.016	0.017
7	0.016	0.017
8	0.016	0.017
9	0.016	0.017
10	0.016	0.017
11	0.016	0.017
12	0.018	0.013
Yearly Amount	0.200	0.200

END OF SECTION

**TABLE OF ATTACHMENTS
MAINTENANCE SPECIFICATIONS**

ROADWAY AND BRIDGE MAINTENANCE

<u>Attachment</u>	<u>Specification Title</u>
1.	Roadside and Slope Mowing
2.	Litter Removal
3.	Guardrail Repair
4.	Fence Repair
5.	Roadway Lighting Maintenance and Repair
6.	Attenuator Maintenance and Repair
7.	Pavement Marking and Signing
8.	Traffic Control Devices
9.	Cable Barrier System
10.	Fertilizer Application
11.	Chemical Control of Weeds and Grass
12.	Graffiti and Stain Removal
13.	Asphalt-In-Place
14.	Mechanical Road Sweeping
15.	Repair and Restoration of Slopes, Shoulders and Roadside Ditches and Canals
16.	Drainage System Repair and Cleaning
17.	Concrete Repairs and Joint Sealing
18.	Tree Trimming and Removal
19.	Specification Section 102, Maintenance of Traffic
20.	Specification Section 561, Coating Existing Structural Steel
21.	Railroad Crossing Maintenance

Attachment 1
ROADSIDE AND SLOPE MOWING

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside / slope area located within the project limits including litter removal and disposal.
- 1.2 The work described herein includes the periodic mowing of grassed or vegetated roadside, median, and slope areas within the project limits with conventional high production style mowing equipment, small machine mowing equipment, and specialized equipment and/ or string trimming as necessary. Vegetation shall consist of all grass, part grass and part succulent weed growth, or all succulent weed growth within the area to be mowed.
- 1.3 Apply Orthene (or equal approved by the Director of Maintenance) insecticide to all fire ant mounds located within turf areas adjacent to paving edge, guardrails, fence lines and all other roadside / drainage structures during each roadside mowing cycle and as directed by the Director of Maintenance to control fire ants when mounds form above normal ground line in mowed turf areas. Applications shall be performed during each mowing cycle. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle. Method of application and dosage shall be as recommended by the manufacturer. Submit product label, MSDS sheet, and proposed application method and rate to Director of Maintenance for approval prior to use. Daily pesticide application reports shall be collected and submitted to the Director of Maintenance on a weekly basis.

2.0 Types of Mowing Areas

- 2.1 "Roadside mowing" is defined as the mowing of all grassed and vegetated areas of shoulders, medians, ramps, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms (both wet and dry), around retention ponds to water line (at time of each mowing cycle), dry retention areas, out parcels, raised roadside and median islands, along right of way fence line maintenance strips, various width utility strips (defined as the top of slope behind the guardrail), and similar areas as designated by the Director of Maintenance.
 - 2.1.1 Utility strips shall be mowed in conjunction with roadside mowing cycle. Grasses behind guardrail shall be maintained so as not to exceed the height of the bottom of the guardrail.

- 2.2 "Slope mowing" is defined as the mowing of all grassed and vegetated areas of slopes greater or steeper than 3:1, e.g., steep slopes, canal banks, etc. Perform slope mowing using a boom-type slope mower, hand held equipment or other equipment suitable for mowing steep slopes

3.0 Quantity and Frequency of Mowing

- 3.1 The mowing cycles specified represent the type of mowing to be accomplished (roadside or slope as defined in sections 2.1 and 2.2). The area and limits of each type of mowing will be determined by the Contractor in the field and verified by the Director of Maintenance.
- 3.2 The Contractor shall perform each mowing cycle in accordance with the Contractor's approved Work Plan unless directed otherwise by the Director of Maintenance. Roadside and slope mowing cycles shall be performed twelve (12) times per year and slope mowing cycles shall be performed eight (8) times per year. The total number of roadside mowing cycles and slope mowing cycles performed per year may be increased or decreased as directed by the Director of Maintenance. Before payment is made for a cycle, the Contractor and Director of Maintenance shall inspect the roadways to verify completion. Any missed areas identified in the inspection shall be completed before payment for a cycle is made.
- 3.2.1 At the direction of the Director of Maintenance, the Contractor shall mow selected parcels not part of the routine roadside mowing areas. These areas are located on surface streets or in City of Orlando parks adjacent to CFX roadways where sidewalks and curbing exist. These areas shall be mowed and edged bi-weekly.
- 3.3 Each roadside / slope mowing cycle shall begin on the first day of each month as per the Work Plan unless directed otherwise by the Director of Maintenance. Each roadside / slope mowing cycle shall be completed in its entirety within twenty one (21) calendar days of the beginning of each cycle. The remaining days of each month shall be used for inspection and identification of deficiencies in the performance of the previous cycle by the Director of Maintenance and the performance of directed corrective measures by the Contractor to complete the cycle within the current month.
- 3.4 Roadside/slope mowing cycles not completed within scheduled twenty one (21) calendar days due to weather conditions shall be performed during the remaining days of each month with prior approval from the Director of Maintenance. Incomplete roadside / slope mowing cycles shall not delay the start and successful completion of subsequent scheduled cycles. Liquidated damages in the amount of \$1,000 per day will be assessed for each day that a cycle is not completed and accepted within the allotted timeframe including weather delays.

4.0 Equipment

- 4.1 All equipment shall be subject to inspection by the Director of Maintenance at any time. Properly maintain safety devices, as described in the Scope of Services, at all times.
- 4.2 If the Director of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.
- 4.3 Inspection of the Contractor's equipment by the Director of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 4.4 Equipment which damages the pavement or turf in any way will not be allowed. Repair all damage caused by the Contractor's equipment to the satisfaction of the Director of Maintenance and at no cost to CFX. Repairs to pavement or turf shall be completed within 14 days after the damage occurs and/or is identified by the Director of Maintenance. Payment for mowing will be withheld until required repairs/replacements have been completed and accepted.

5.0 Mowing Equipment

- 5.1 The roadside and slope mowing equipment shall be in good repair capable of producing a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings. Slope mowing equipment shall be capable of a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings without damaging or compromising the integrity of the slope.
- 5.2 The Contractor shall furnish all equipment of the type and quantity necessary to perform the work satisfactorily within the time specified herein. Any additional equipment needed to complete the mowing cycles in accordance with the Work Plan shall be provided by the Contractor at no additional cost to CFX.
- 5.3 Furnish specialized equipment for the use when conventional mowing equipment is unable to reach wet mowing areas. Boom, arm or other specialized equipment with sufficient reach shall be used at no additional cost to CFX.

6.0 Method of Operations

- 6.1 Prior to the beginning of each month, the Contractor shall submit to the Director of Maintenance, via email, a monthly schedule identifying proposed upcoming mowing cycle start, weekly progress, and ending dates and locations. Work progress interruptions due to weather conditions or equipment issues shall be communicated to the Director of Maintenance, via email, in the daily progress reports.
- 6.2 Each roadside and / or slope mowing cycle shall commence at the same starting location on the roadway and proceed continuously to the same completion location on the roadway. On subsequent cycles, follow the pattern adopted for the first cycle unless the Director of Maintenance specifically authorizes a change in the pattern.
- 6.3 Daily mowing cycle progress intent is that all mowing from right-of way to right of way limits shall be completed in its entirety with not more than one mile of either roadside being partially mowed / incomplete.
- 6.4 Prior to the start of each cycle, the Contractor shall inspect and identify any areas where turf conditions, work by other CFX contractors, or any other circumstances could prevent required mowing. The Contractor shall immediately notify the Director of Maintenance of the existing conditions and request directions as to how to proceed. If such conditions are eliminated during the period designated for that mowing cycle, the Director of Maintenance may require the Contractor to cut these areas as part of the cycle or have the areas mowed in the subsequent cycle. When directed by the Director of Maintenance, do not mow grassed areas that are saturated with standing water. Mow these areas at subsequent cycles as directed by the Director of Maintenance
- 6.5 Perform litter pick up immediately prior to the mowing operation to preclude the spread of litter.
- 6.6 During mowing operations, the Director of Maintenance shall inspect work being performed to determine Contract compliance. In the event of deficient work, the Contractor will be directed to re-perform any Contract required task without additional compensation, in the area(s) identified so that the total mowing cycle may be satisfactorily completed within the monthly mowing cycle time period. The Director of Maintenance shall notify the Contractor, via email, of any identified deficiencies within 24 hours of discovery.
- 6.7 Items damaged (e.g. object markers, delineators, guardrail end treatments, fence posts, drainage end sections and grates, FON marker poles, etc.) during mowing operations shall be immediately repaired/replaced to the satisfaction of the

Director of Maintenance. Payment for mowing will be withheld until required repairs/replacements have been completed and accepted.

7.0 Limitation of Operation

- 7.1 When mowing within ten (10') feet of the travel way operate equipment in the direction of the traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the MUTCD.
- 7.2 When necessary for mowing machines to cross bridges with full width shoulders on the right, make the crossing on the shoulder. Cross all bridges with care. Keep such crossings to the minimum required to complete the work as specified.
- 7.3 When necessary for mowing machines to cross the travel way, select a location that provides a minimum five hundred (500') feet of unobstructed sight distance. The mower operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings.

8.0 Quality of Work

- 8.1 Mow all grass and vegetation to a height of six inches (6") with a maximum tolerance of one-half (1/2") inch plus or minus.
- 8.2 Connect areas of different widths with smooth flowing curve transitions. The accumulation or the piling of cuttings will not be permitted. Accumulations of cutting shall be evenly distributed throughout adjacent turf areas or removed and disposed of off-site as directed by the Director of Maintenance.
- 8.3 Mow / trim grass and vegetation around landscape beds, installed buffers, and naturalized areas so as not to damage adjacent plant material and trees. Mow around landscaped areas so as not to discharge clippings into the planting areas. Do not mow within four (4) feet of tree trunks and shrubs in installed buffer and naturalized areas.
- 8.4 During each mowing cycle, mow / trim around existing appurtenances to maintain grass and vegetation to height consistent with adjacent mowed turf areas or as directed by the Director of Maintenance. Appurtenances shall include, but are not necessarily limited to, sign post and bases, delineator posts, fences, guardrail or barrier walls, headwalls, end walls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscape areas, etc. Mowing around appurtenances by small machine or by hand shall be coordinated with the large machine mowing to present a clean continuous appearance.

- 8.5 Mow small areas (out parcels) outside of the fenced right of way that CFX owns and as identified in the Contract. In most cases, this mowing shall require small machine or push-type mowers and hand work.
- 8.6 The Contractor will not be required to routinely rake or remove grass or other vegetation cuttings from the right-of-way during each mowing cycle. Contractor may be required to remove vegetation cuttings that, due to their volume, may be damaging to existing turf or are aesthetically unacceptable as determined by the Director of Maintenance such as windrows of mowed grass. Removal shall be as directed by the Director of Maintenance. Grass or clippings spread by the Contractor on paved areas or landscaped areas as a result of mowing operations shall be removed immediately.

END OF SECTION

Attachment 2
LITTER REMOVAL

- 1.0 Description
- 1.1 Pickup, remove and dispose of litter and debris from the limits of the highway right-of-way from fence to fence to include landscaped and ramp areas.
 - 1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals and other items not considered normal to the right-of-way.
 - 1.3 It is not intended for small objects such as cigarette butts, chewing gum wrappers and similar sized items to be removed under this work.
 - 1.4 The Contractor shall be responsible for the performance of its organization and completion of all work under this contract as set forth in these specifications and as directed by the Director of Maintenance.
 - 1.5 These specifications are end-result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality.
- 2.0 Quantity and Frequency of Removal
- 2.1 Litter removal from turf areas shall occur in advance of each mowing cycle. The Contractor shall complete a minimum of fourteen (14) litter removal cycles per year. The actual number of cycles may be increased or decreased as directed by the Director of Maintenance and is not dependent on the number of mowing cycles.
 - 2.2 For daily maintenance patrol, provide a laborer with a vehicle, shovels and brooms for each roadway (S.R. 408, S.R. 417, and S.R. 528 including Goldenrod Road). The daily patrol shall consist of continuous round trips along each roadway, Monday through Saturday during regular work hours, exclusive of holidays, 52 weeks per year, each direction, both sides of the roadway and ramps, including landscaped areas, removing and disposing of the debris, including dead animals, vehicle tires and any materials on the paved surfaces. Large items visible from the driving surface such as cardboard boxes, tire pieces, buckets, etc., laying in the turf or landscaped areas shall also be removed. Remove accumulated debris from drainage inlets to include but not limited to, plastic bottles, cans, paper, pine straw, and palm fronds. CFX expects the Contractor to keep the area within the project limits virtually litter free on a daily basis to ensure that all turf areas have a pleasing and presentable appearance at all times.

2.3 No work will be permitted during non-daylight hours.

3.0 Equipment

3.1 Equipment used to transport litter from the project site shall be constructed and operated to preclude distribution or loss of litter along the roadway.

3.2 All vehicles shall be equipped with safety equipment as described in the Scope of Services.

3.3 Specialized equipment designed for the mechanical removal of litter and debris may require additional safety devices or precautions unique to the equipment as determined by the Director of Maintenance. Such devices may include but not be limited to amber flashing lights, slow moving vehicle signs, flagged antennas or fluorescent orange flags.

4.0 Disposal of Litter and Debris

4.1 Remove all litter and debris from the right-of-way at the end of each working day and dispose of at locations provided by the Contractor. Dispose in accordance with applicable laws and regulations. Cost incurred for disposal shall be borne by the Contractor. Storage or stockpiling of litter or debris on the right-of-way is not permitted.

4.2 Provide two (2) 30 cubic yard roll-off dumpster for tire/rubber and roadside debris at University Mainline Toll Plaza.

5.0 Quality of Work

5.1 Completed areas of work shall be free of litter and debris immediately after cleaning, as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Director of Maintenance or designated representative to be unacceptable shall be re-cleaned at no cost to CFX.

5.2 It is the intent of these specifications that cleaned areas are reasonably free of all litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the time an area is worked and when it is inspected. The decision of the Director of Maintenance as to acceptance or rejection of an area will be final.

END OF SECTION

Attachment 3
GUARDRAIL REPAIR

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of guardrail, realign panels, posts, blocks and anchorages and miscellaneous hardware.

2.0 Contractor Responsibilities

- 2.1 Replace damaged guardrail and accessories using materials of a like kind unless directed otherwise by the Director of Maintenance or designated representative. Repair/restore any damaged or disturbed miscellaneous asphalt under guardrail and at posts.
- 2.2 All guardrails shall meet the design specifications in accordance with the Florida Department of Transportation (FDOT) Design Standards Index No. 400 unless directed otherwise by the Director of Maintenance.
- 2.3 Use any salvageable materials within the limits of each work site in that work site at no additional cost to CFX.
- 2.4 Remove all debris, including the original guardrail materials, from the right-of-way at the end of each working day unless otherwise allowed by the Director of Maintenance. All original guardrail materials removed and not used in the reinstallation shall become the property of the Contractor and shall be transported from CFX property and disposed of properly at locations provided by the Contractor unless otherwise directed by the Director of Maintenance.
- 2.5 Damaged guardrail is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Design Standards. Permanent repairs to damaged guardrail must be completed within ten (10) days, unless, due to the severity of damage, the Director of Maintenance determines a shorter time frame is necessary.
- 2.6 When directed by the Director of Maintenance, apply a paint coating over galvanized structural members and over areas of previously galvanized members on which the galvanizing has become significantly damaged. Use a galvanizing compound conforming to FDOT Specifications.

END OF SECTION

Attachment 4 FENCE REPAIR

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to repair and maintain right-of-way fences. Repairs may be necessary on both chain link (Type B), special vinyl coated chain link wire fabric and farm type (Type A) fencing.
- 1.2 Remove and replace or repair deteriorated, damaged or destroyed fencing.
 - 1.2.1 All fencing shall be cleared of all brush and vegetative growth either by hand, mechanical equipment or by chemical application. The intent is to have fences free of any vegetative matter. Provide CFX a schedule detailing the method and locations of fence clearing/cleaning operations.
- 1.3 This work may consist of the removal, furnishing of materials, and replacement or mending of wire fabric, special vinyl coated chain link wire fabric, barbed wire, line posts, corner brace posts, braces and associated fasteners, gates and other hardware, for both chain link (Type B) and farm (Type A) fencing.

2.0 Contractor Responsibilities

- 2.1 Obtain satisfactory permits or permission from property owners for any encroachments required to perform the work.
- 2.2 As part of this work and prior to the installation of the replacement fence, clear the alignment of all brush and/or vegetation as may be required. Cleaning to a width of at least two feet on each side of the fence line but shall not go beyond the right-of-way line.
- 2.3 Mend or replace damaged fence and accessories using materials of a like kind. Contractor shall provide all necessary chains, cables and locks to secure all right-of-way gates.
- 2.4 Perform installation in accordance with FDOT Standard Index Drawing Nos. 800, 801, and 802.
- 2.5 Remove all debris, including the original fence materials, from the right-of-way and dispose of at locations provided by the Contractor.

- 2.6 Replace all fence removed during any one working day during that same day. While the fence is down, provide continuous security to ensure that no automobiles or vehicles enter or exit the roadway from the temporarily unfenced area. Give specific attention to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 2.7 All materials used in this work shall conform to Section 550 of the FDOT Standard Specifications.
- 2.8 Install replacement fence on the same alignment as the removed fence. Install the replacement fence at a uniform height and tension with all line and pull posts set in a vertical direction. Replace fence posts in kind.

END OF SECTION

Attachment 5
ROADWAY LIGHTING MAINTENANCE AND REPAIR

1.0 Description

Provide all labor, equipment, materials and incidentals to perform roadway lighting maintenance on all roadway light poles, sign structure lights, under deck bridge lights and high mast light poles (HMLP) as described below.

The Contractor or its subcontractor shall possess a license to do business as a certified or registered electrical contractor pursuant to Chapter 489, Part II, Florida Statutes. A copy of the license shall be submitted before maintenance begins at the first site. All work shall be supervised by an onsite Journeyman Electrician possessing a current license from the local municipality or county.

The Contractor shall comply with all local licensing requirements and ordinances governing performance of the work. All work shall be performed in accordance with the laws of the State, all municipal ordinances, all regulations and requirements of the Public Service Commission, the National Electrical Code, the National Electrical Safety Code, the current edition of the MUTCD, the FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System current at the time of the Contract execution, and FDOT Standard Specifications. The Contractor shall be a member of Sunshine State One-Call.

2.0 Contractor Responsibilities

2.1 **Night Patrolling and Inspection of System**

- A. Perform night patrol and inspection of the entire system on the 1st and 15th of each month. Identify each outage by pole number on an inspection report form prepared by the Contractor and approved by the Director of Maintenance. Submit the inspection report along with a diagram (Google Map or similar product) representation of the outage location(s) to the Director of Maintenance at the completion of each patrol inspection.

- B. Perform work necessary based on the results of the inspection. CFX expects all lights on the system to operate as designed. Unless otherwise extended by the Director of Maintenance, the Contractor shall repair or replace standard roadway and sign lights within 72 hour of notification by the Director of Maintenance. If the Contractor fails to repair or replace lighting within 72 hours, or an extension granted by the Director of Maintenance, liquidated damages in the amount of \$100 per day per light will be assessed until the repair/replacement is completed.

- C. Notify Director of Maintenance of any major repairs required to make HMLP functional. Provide schedule for approval, when specialized equipment is required to effect repairs (i.e. high-reach crane, etc). Repairs shall be completed within 10 days after schedule is approved. Hydraulic lowering device is available to be loaned out from FDOT's South Orlando Maintenance yard for the HMLP's located at SR 528 at SR 520. Contractor is responsible for any damage to the equipment.

2.2 Diagnostic and Repair Work

- A. Perform the diagnostic work per pole location and sign location, load centers and circuits as identified by the system patrol and inspection.
- B. If the diagnosis reveals the problem to be a routine or minor maintenance item, as defined herein, make repairs at the same time as the diagnostic inspection. Should the diagnosis determine the problem to be major repair, as defined herein, report such to the Director of Maintenance. Submit a Diagnostic Work Report.
- C. Use licensed qualified personnel for appropriate work.

2.3 Routine/Minor Maintenance

- A. Perform routine/minor maintenance at the same time as diagnostic work on a luminaire assembly (including sign and high mast poles).
- B. Perform routine/minor maintenance functions and repairs at the same time Diagnostic Work is performed.
- C. Routine maintenance is defined as replacing, cleaning or repairing any or all other following items:
 - 1. Hardware such as hinges, latches, fasteners, locks, snaps, cover plates, inspection plates, pole caps, nuts, bolts, washers, ground wire for metal pull box covers, and other small components.
 - 2. Bird guards and reflectors.
 - 3. Gaskets and filters.
 - 4. Electrical shorts not requiring replacement of buried cable.
 - 5. Lamp and photocell sockets (waterproof).
 - 6. Tree trimming to allow servicing of lights.
 - 7. All pole or structure wiring (usually No. 10 wire) from the luminaire to the supply cable connection.

8. Signing Bracket Arm.
9. Leveling of under-deck light fixture or pole mast (bracket) arm.
10. Cleaning refractors (Glassware).
11. Pea rock in pull boxes.
12. Electrical putty on ends of conduit.
13. Lamps.
14. Ballast assembly.
15. Refractors (glassware).
16. Grounding wires and rods.
17. Fuses, Fuse Holders, High Mast Pole Breakers, Safety Switches, Surge Protectors, Sockets, and other such Electrical Components

- D. Whenever the above listed items have been vandalized, rusted or oxidized, are missing, frayed, defective, damaged or have stopped functioning for whatever cause, the repairing, cleaning or replacing of them shall be defined as routine maintenance except where the cause is from a vehicle strike or a natural cause such as lightning, wind or flooding where the scope of the repair or replacement becomes a major repair effort.
- E. Perform cleaning of refractors (glassware) at the same time as any routine maintenance function is performed.

2.4 Reporting and Tagging

- A. Furnish detailed daily field work performance report forms to all crews. Crews shall fill out these daily field work performance reports on every location, giving a complete description of work performed, pole number, location by grid map or nearest count to a ramp or bridge, and a complete description of problem(s) to be corrected. Before leaving the location, the description of problem(s) to be corrected by another service crew shall be noted on a tag which shall be attached to the fixture that is in need of additional service. This shall be noted on the Daily Report and Tag Procedure.
- B. Submit Daily Report Forms, with a summary of all reports filled out in triplicate, to the Director of Maintenance at the end of each week. Upon verification of these reports, the Director of Maintenance shall sign and return two copies.
- C. Meet with the Director of Maintenance monthly to discuss any subjects pertinent to this work. Additional meetings may be called by CFX as needed.

2.5 Major Repair

- A. Work shall include the replacement or repairing of damaged or missing light poles, foundations, transformer bases, luminaires, mast arms, buried cable and conduit between poles and high mast lowering devices.
- B. Replace light poles damaged by traffic within five working days from date of notification or fourteen days from when new foundations are poured-in-place. Work under major repair includes the removal of the damaged parts and debris, wiring (rewiring), and all hardware, covers, caps, splices and appurtenances necessary to make a complete replacement installation. Maintain a sufficient number of replacement poles, arms, light fixtures and related materials to replace multiple damaged light poles. Minimum quantity of poles to be approved by CFX.
- C. Transport all damaged poles, mast arms, luminaires and parts thereof to a location designated by the Director of Maintenance (including the Contractor's yard) and shall remain the property of CFX.
- D. Install all replaced poles as originally constructed or by an alternate method proposed by the Contractor and with the approval of CFX.
- E. All major repair work shall be approved by the Director of Maintenance.
- F. Reuse of repaired or usable salvaged components, as verified by the Director of Maintenance, will be allowed.
- G. All components used shall be in accordance with the original record drawings and use only current approved components. Alternate components shall not be used unless requested in writing and approved by the Director of Maintenance. Equipment installed that is not previously approved or as installed per the record drawings shall be replaced with accepted components at no cost to CFX at the request of the Director of Maintenance.

2.6 Emergency Repairs

The Contractor shall be responsible at all times, including after normal work hours and weekends, for removal of knocked down poles or mast arms from a travelway, and the repair of the electrical system in such a manner as to prevent electrical shock to CFX personnel, the general public and Contractor's work force.

2.7 Locates

Contractor shall be responsible for locating and marking all roadway lighting in compliance with Sunshine §11; "Underground Facility Damage Prevention and Safety Act," Chapter 556, Florida Statutes. In order to promptly and accurately respond to excavation work on the system, the Contractor shall be a member of Sunshine One Call of Florida. Tickets shall be responded to within 48 hours of receipt per Chapter 556, F.S. Failure to respond to and accurately locate roadway lighting, will result in the assessment of liquidated damages in the amount of \$100/calendar day per occurrence. Contractor will be responsible for all damages occurring to roadway lighting due to failure to properly locate utilities.

3.0 Performance Standards

3.1 General

3.1.1 Luminaire

- A. Replace luminaire if damaged or missing.
- B. Inspect luminaire for rust or oxidation and water intrusion.

3.1.2 Lamps

- A. Check all lamps for looseness. If any are loose, remove and inspect the socket.
- B. Lamp shall be Sylvania, General Electric, Norelco or Westinghouse.
- C. If lamp or lamp socket shows any sign of improper operation, check to determine the cause and then correct deficiencies.
- D. Visually check all new lamps for defects prior to installation.
- E. Test lamps for proper functionality after all repairs.

3.1.3 Glassware or Plastic

- A. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.

1. While glassware or plastic is removed for cleaning, brush bugs from that part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.
 2. With a hinged-door fixture, unfasten and hair brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb the wires while removing this debris.
- B. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.
- C. Glass refractors may be replaced with plastic where it is shown to be necessary because of vandalism.

3.1.4 Reflectors

- A. Clean and/or polish the inner surface of reflectors with removable polish, use of water is not permitted.
- B. Replace reflector if the original reflective qualities cannot be adequately restored.
- C. Replace complete new fixture if reflector cannot be replaced separately.

3.1.5 Gaskets and Filters

- A. Clean neoprene or silicon gaskets of foreign material and oxidation and aligned if necessary.
- B. Spray neoprene or silicon gaskets with a special treatment to prevent oxidation and sticking.
- C. Replace all felt or Dacron gaskets with Dacron Sutron gaskets of the proper thickness and width to form a perfect seal.
- D. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.
- E. Replace all non-functioning, stretched or cracked gaskets.

- F. Check filters and replace when worn or dirty as necessary.

3.1.6 Bird Guards

- A. Replace missing bird guards.
- B. If bird guards are not available to fit the specifications of the present fixture, design and install new bird guards for that fixture.
- C. Keep bird guards in working condition at all times.

3.1.7 Hinges and Latches

- A. Repair hinges and latches with parts that can be obtained or engineered and applied without removing the fixture.
- B. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

3.1.8 Fasteners and Snaps

- A. Replace all fixtures which have fasteners or snaps that are obsolete.

3.1.9 Leveling

- A. Correct all fixtures which are not properly level.
- B. Shim the pole base so the pole will be vertical.
- C. On adjustable mast arms, adjust the arm to bring the head to proper alignment.
- D. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

3.1.10 Mast Arms

- A. Inspect mast arm for rust or oxidation.
- B. Drill 1/8" weep holes where evidence of water pockets are found in certain types of aluminum arms.
- C. If possible, adjust mast arm that is bent or incorrectly positioned.

Replace if unable to be repaired.

- D. If the mast arm is missing, install a new mast arm of the proper length and shape.

3.1.11 Photo Cells

- A. Check all photocells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.
- B. Replace any photocell failing to turn on at proper time.
- C. If any photocell is located on a utility pole, obtain permission to climb the pole and check photo cell for continuity.
- D. Some service points may include electric service supplied by the power company which is photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by CFX are included in this work.

3.1.12 Sockets

- A. Replace defective photocell sockets.
- B. Replace lamp sockets which are defective or damaged due to high heat or other causes.
- C. Replace defective socket holders.
- D. Correct improper connections.
- E. Replace lamp sockets in the same position to assure proper light distribution.

3.1.13 Hand Hole Plates

- A. Check all hand hole plates and repair where needed.
- B. Replace all missing hand hole plates.

3.1.14 Wiring

Perform all wiring consistent with rules established by A.N.S.I. (American National Standards Institute) and all appropriate Electrical Codes.

A. Luminaires

1. Perform rewiring, as needed, on the luminaire head on the integral ballast using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.
2. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install an approved replacement unit in its place.

B. Pole Risers

1. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.
2. When rewiring poles, use #10 THW wire consistent with established color codes.
3. Maintain lightning protection by connecting all metal components, i.e, luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole.
 - a. Wooden poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.
 - b. Metal poles may be used as the conductor in lieu of the ground wire.
 - c. The current carrying neutral wire is not connected to ground at each pole, but only at the distribution panel.

C. Grounding Wires

1. Run a #6 AWG bare copper bond wire (counterpoise) in the same trench as the PVC conduit buried 3" above this conduit.

This bond wire shall connect all ground rods and poles electrically to one another.

2. Connect poles mounted on bridges and structures to a #6 THW, green bond wire run with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 20-foot ground rod driven into the soil at each end of the structure.
3. The ground resistance of the connected counterpoise system shall not be greater than 10 ohms at any location: (Using a direct reading Groundohmer or Groundometer as the measuring device).
4. Any conduit shall contain an insulated bond wire as specified in No. 2 above.

D. Pole Bases

1. Use waterproof, pull-apart connectors at all frangible poles. The pole cable distribution shall be replaced with Duraline/MG2 or CFX-approved equal.
2. Properly install weatherproof, pull-apart "Y" fused connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut connectors are not permitted.

In-line, pull-apart, weatherproof, connectors are permitted when Duraline/MG2 is not installed per original contract provided connections are made with compression sleeves, split bolts or are soldered before being made waterproof.

3. Twist type weatherproof fuse holders approved for the application and UL listed may be used in lieu of pull-apart connectors at any location where the pole need not be frangible, i.e., behind guardrail, behind bridge rail, concrete poles, etc. (This may not replace existing Duraline/MG2 components)
4. Place fuse inserts in the "hot leg" of the pole riser. Place blank conductor inserts in the neutral leg of the pole riser. Fuse both legs where there is no neutral conductor.

5. Place a #6 AWG bare bond wire from the ground rod under the ground lug at the bottom of all metal poles.
6. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole.
7. Seal ends of conduit with electrical putty.

F. Circuit Current Carrying Conductors

1. Avoid damage to insulation where new conductors are to be pulled into existing duct.
 - a. Use lubrication.
 - b. Use pulling aids.
 - c. Where practical, remove the pole from the foundation so the wire is pulled through the hand hole.
 - d. Install wire of the same size and type as that removed.
2. Where new conduit and conductors are to be installed, pre-wired duct may be used if approved by the Director of Maintenance.
3. Install all new underground wiring in duct or conduit. Direct burial is not acceptable.
4. Lay conduit in trenches with vertical walls at a minimum depth of 30 inches with warning tape at a depth of 18 inches. Devices which plow conduit into the ground may not be used.

F. Distribution Boxes

Regardless of location, the distribution box, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and keyed to the CFX master locks. Furnish an extra padlock key to the Director of Maintenance.

G. Foundations

Straighten, repair, replace or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Director of Maintenance.

3.1.15 Ballast

- A. Check ballast and replace any that are malfunctioning, defective or failed.
- B. Wire ballast as specified under WIRING.
- C. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

3.1.16 Fuses

- A. Replace blown fuses with dual element, 600V 10 Amp, type FNQ.
- B. Fuses are located as a part of the pull-apart connectors either in the pole hand hole or in the transformer base. Lubricate the pull-apart connector whenever the fuse is checked.

3.1.17 Grounding

- A. Each pole shall be grounded. If not grounded, drive an approved twenty foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance of 25 ohms is not attained with a single rod, additional rods shall be driven until the 25 ohms is attained with rods connected parallel.
 - 1. Run a #6 stranded copper wire from the top of the grounding rod through the transformer base at a hole located there. (Bore a hole if there is none). Connection to the grounding rod shall be through approved exothermic welds.
 - 2. Wrap the copper wire around a bolt on the inside of the transformer base or pole base and connect with a UL approved ground lug.

3.1.18 Transformer Base

- A. Replace missing transformer base doors.

- B. Re-tap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.
- C. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.
- D. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under WIRING.

3.1.19 Poles

- A. Replace missing inspection plate or hand hole cover. If bolts are broken off, re-tap, thread and place in proper position using stainless steel bolts.
- B. If the pole is leaning, shim at the base to return it to proper position.
- C. Replace bent or deformed poles.
- D. If any portion of the riser wire going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new wire.
- E. Plug conduit coming out of the foundation with electrical putty.
- F. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

3.1.20 Salvaged Materials and CFX Furnished Materials

Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall remain the property of CFX. Deliver these poles to a site within the county (including the Contractor's yard) as directed by the Director of Maintenance. The Contractor may be required to use salvaged, repaired or materials furnished by CFX.

3.1.21 Sign Lights and Under Deck Lights

- A. Fixture: Keep all drain holes in fixture open and filtered.

- B. Gaskets: Properly treat and seal gaskets each time the fixture is serviced.
- C. Ballasts
 - 1. Replace defective ballasts with CFX approved parts.
 - 2. Ballasts mounted in a location that is difficult to service may be relocated on the structure for easier accessibility at no additional cost to CFX.

3.1.22 Ground work, conventional lighting, load distribution centers etc., shall have a fourteen (14) day burn in period after completion of the work. If burn in is not achieved, further work will be performed until burn in is achieved.

3.1.23 Wiring

- A. The size of wire to be used shall be determined by the Contractor in accordance with the NEC, and shall be at least the same size as the wire it replaces. All wire shall be THW copper wire unless approved in advance by the Director of Maintenance.

3.1.24 Conduit

- A. All underground conduit shall be 2" min. Schedule 40, PVC.
- B. Above ground conduit shall be IMC or GMC, galvanized (ASTM A-135, A-513, A-568), sized appropriately by the Contractor according to the NEC.
- C. Conduit trench surfaces shall be stabilized and restored by the Contractor to a maintenance free condition.
- D. The Contractor shall be responsible for all underground locates.

END OF SECTION

Attachment 6
ATTENUATOR MAINTENANCE AND REPAIR

1.0 Description

- 1.1 Furnish all labor, equipment, and tools necessary to complete the work as specified to include all attenuators at all mainline and ramp toll plazas. Use only experienced personnel to perform the required inspections and repairs.

2.0 Contractor Responsibilities

- 2.1 The manufacturers of CFX-approved vehicle attenuator devices have published written instructions that detail operational characteristics, maintenance check lists, impact repair procedures and a materials list for parts replacement. The Contractor shall obtain this information directly from the manufacturer.
- 2.2 Maintain an inventory of basic spare parts in stock at Contractor's facility. Replenish the stock as parts are used. Contractor shall have immediate access to repair parts for all CFX-approved attenuators.
- 2.2.1 Maintain a complete inventory of all attenuators including units at mainline and ramp plazas by type, number of bays and location on S.R. 408, S.R. 417, S.R. 528 and S.R. 551.
- 2.3 Completely repair an attenuator at a site within five (5) calendar days after the earlier of a notification by the Director of Maintenance, FDOT semi-annual inspection report, or by accident report.
- 2.3.1 Contractor shall make repairs to attenuators identified by semi-annual FDOT inspection reports within 5 days. Return completed and signed inspection report along with photographs of the completed repairs to FDOT with one (1) copy to the Director of Maintenance. Liquidated damages in the amount of \$100 per day per unit will be assessed for each day that the Contractor fails to complete the repairs as specified within the time allowed.
- 2.4 Submit two (2) copies of repair reports to the Director of Maintenance within two days after the repairs are completed. The report shall show the date, time and location of the repairs as well as a list of parts replaced and the name(s) of the Contractor's personnel performing the repairs.

- 2.5 Use salvaged parts in the repairs whenever possible. Parts that are not reusable as determined by the Director of Maintenance, are the property of the Contractor and shall be removed and disposed of properly.
- 2.6 If directed by the Director of Maintenance, furnish and install a Temporary Inertia Attenuator System (complete 5 module set) at a site where repairs to the permanent attenuator system are in progress. Install temporary inertia attenuators in accordance with the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Index Drawing No. 415 and 417 which is incorporated herein by reference and made a part of this contract as if fully set forth herein.
- 2.7 Comply with the requirements of the FDOT Design Standards Index Drawing Nos. 600 through 651 and the MUTCD.

END OF SECTION

Attachment 7
PAVEMENT MARKING AND SIGNING

1.0 Description

- 1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain, and repair pavement marking and signing including feeder roads, connector roads, and off-system roads in the area covered by the Contract.
- 1.2 Signing work will be defined as follows: 1 post signs (single post), 2 or more posts (multi-post) signs, and overhead signs. Work on overhead sign panels will include repair or replacement as directed by the Director of Maintenance. Work on overhead sign structures will be limited to minor repair work only, including welding of structures. This Contract does not include installation or replacement of overhead sign supports. All new single post, multi-post and overhead sign panels shall be installed using new hardware.
 - 1.2.1 Overhead sign repairs issued to the Contractor through FDOT-generated work orders shall be completed and returned to CFX within 180 calendar days of the issue date of the work order. Failure to complete the repair in the specified time will result in the assessment of liquidated damages in the amount of \$200 per day until the repair is made and accepted by the Director of Maintenance.
- 1.3 Pavement marking work shall include reflective pavement markers (RPMs), flexible delineators, striping and pavement messages.

2.0 Contractor Responsibilities

- 2.1 Complete emergency response sign work by the end of the next working day excluding Sundays and legal holidays upon notification by the Director of Maintenance. In general, emergency response work will include tightening, straightening and covering ground and overhead signs. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew.
- 2.2 Schedule single post and overhead sign work so as to be completed within 7 calendar days after notification. Complete multi-post sign work within 14 calendar days after notification. Completion of work shall not be affected by performance of emergency response work.

- 2.3 CFX will authorize a reasonable amount of procurement time, on a case by case basis, for manufacture of sign panels and supports by the Contractor. The time allowed will not exceed 45 calendar days or industry standard based on the item(s) being manufactured.
- 2.4 Complete pavement marking work that is classified as emergency response by the end of the next working day, excluding Sundays and legal holidays upon notification by the Director of Maintenance. Completion of pavement marking work shall not be affected by the performance of emergency response or routine work for signing work. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew
- 2.5 As part of the daily service patrol inspect the signing and pavement markings. Pavement markings include striping, reflective pavement markers (RPMs) and delineators (surface and roadside mounted).
 - 2.5.1 Signing issues to be addressed at time of service patrol are straighten all leaning or misaligned signs (including panel deflection angle) and post delineators, and perform minor repairs including replacing required nuts, bolts, washers and similar incidental items.
 - 2.5.2 Pavement marking issues to be addressed at time of service patrol are ripped, damaged or missing striping material, severe wear (i.e. wear beyond normal) and misaligned striping due to vehicular contact. Straighten leaning or misaligned delineators and replace missing delineators.
 - 2.5.3 Make a list of all signs and pavement markings that require repair or replacement. Provide a copy of the list to the Director of Maintenance. Repair/replace signing and pavement marking as approved by the Director of Maintenance.
 - 2.5.4 Be prepared to replace damaged RPMs and delineators on a weekly basis during the service patrol if quantity is less than 10 units or within 48 hours of receiving approval for larger quantities.
- 2.6 Locate all underground utilities or highway lighting prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting. Contact Sunshine One Call of Florida 48 hours in advance for locates of utilities owned by others.

- 2.7 Equipment must be approved by the Director of Maintenance before being placed in service. Safety devices shall be properly maintained at all times the equipment is in use. If the Director of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.
- 2.8 Submit to CFX shop drawings from the panel manufacturer for approval prior to fabrication. Shop drawings are required for all new panels and overlays regardless of mounting type, i.e. single post, multi-post or overhead.

3.0 Design Criteria and Installation

- 3.1 The CFX Guidelines for Design and Preparation of Signing and Pavement Marking Plans (latest edition) and subsequent updates is made part of the Contract by reference as if fully set forth herein. Where CFX standards, as specified in the Guidelines, differ from either Federal or State signing and pavement marking standards, the CFX Guidelines shall take precedent. The portions of the FDOT Standard Specifications and the FDOT Design Standards cited below are made a part of this Contract.

3.2 FDOT Standard Specifications:

In case of discrepancies between these Maintenance Specifications and the Standard Specifications, these specifications will take precedence.

1. Section 700, Highway Signing
2. Section 705, Object Markers and Delineators
3. Section 706, Raised Retro-Reflective Pavement Markers and Bituminous Adhesive
4. Section 710, Painted Pavement Markings
5. Articles 711-2, through 711-6 of Section 711 regarding thermoplastic compound
6. Section 713, Permanent Tape Stripes and Markings
7. Articles 994-2 and 994-3 of Section 994, regarding Reflective Sheeting

3.3 Index Drawings:

Nos. 400, 410, 600 through 670, 700, 11200 through 11860, 13417, 17302, 17345 through 17349, 17352, 17355, 17357 and 17359.

- 3.4 Unless otherwise directed by the Director of Maintenance or specified herein, all salvaged material will remain the property of CFX to be delivered by the Contractor to a designated storage facility. Material that is classified as waste by CFX shall become the property of the Contractor to be disposed of properly at locations provided by the Contractor.
- 3.5 All tubing supports will require post anchor to prevent turning of the sign structure.
- 3.6 For all new sign regardless of mounting type (ground or overhead), stencil or apply a decal with the following information on the back of each panel: CFX/Maintenance; Fabricator's initials and date of fabrication (DOF); Sheeting manufacturer and name of sheeting; Date of installation (DOF). Stencil or apply decal in the lower left corner of the panel. Stencil or decal using black paint when back of panel is not painted black. If back of panel is painted black, stencil or decal using white paint. Stencil or decal in large enough letters to be clearly legible. A sample of the decal shall be submitted by the Contractor to the Director of Maintenance for approval at least 30 days prior to the notice to proceed for the work.
- 3.7 For full or partial overlays, regardless of mounting type (ground or overhead), stencil or apply decal meeting all requirements contained herein. Leave the existing decal visible.
- 3.8 For roadside sign relocation, abandoned sign footers must be removed to twelve (12) inches below existing ground elevation.
- 3.9 All new single post, multi-post and overhead sign panels shall be a minimum of 0.125 inches thick aluminum. All overlays shall be a minimum of 0.08 inches thick aluminum. Extruded panels are not allowed. No more than one horizontal splice shall be allowed in large panel fabrication. The horizontal splice shall be at the centerline of an interior wind beam and shall be located between lines of copy on the panel face.
- 3.10 For new single post and multi-post assemblies or panel replacements, use 3M™ Company Very High Bond (VHB) Acrylic Foam Tape number 4950 in combination with mechanical fasteners to attach panels to wind beams, brackets and splice plates. Install VHB tape meeting all 3M™ requirements and in conformance with the requirements herein. Do not reuse VHB tape once installed. Submit VHB calculations with panel shop drawings.

- 3.11 Use countersunk screws for the mechanical fasteners when installing new single post, multi-post and overhead sign panels. Apply a patch matching the sheeting color and material over each countersunk screw. Patch shall be of sufficient diameter to secure patch to sign face. Orient the patch in the same direction as the sign face material.
- 3.12 For new signs and full or partial overlays, regardless of mounting type, use 3M™ Company Diamond Grade Cubed™ (DG3) Reflective Sheeting. Use 3M™ Company Diamond Grade Cubed™ (DG3) Fluorescent Yellow Reflective Sheeting when installing new panels or overlays for the following warning signs: Lane Drop (W4-2), Lane Ends (W9-1, W9-2), Reduce Speed Ahead (W3-5), curves and pedestrian crossing. Use 3M™ Company Diamond Grade Cubed™ (DG3) Fluorescent Yellow-Green Reflective Sheeting when installing new panels or overlays for school crossing warning sign. 3M Company EC Film 1170NP (clear) shall be applied to all finished panels or overlays for the CFX Logo, the E-Pass Logo and the CFX toll shield either free standing or within a guide sign or mile post marker.
- 3.13 For full sign overlays, overlap of the existing panel is limited to between one (1) and three (3) inches. If new overlay matches the size of the existing sign, trim the corners of the existing sign if necessary such that the existing corners are not visible when overlay installation is complete. Hex head bolts on the sign surface shall be replaced using countersunk screws. Remove all existing overlays prior to installing the new overlay.
- 3.14 For partial overlays, remove any existing overlay in the same location. Install pop rivets at a minimum of 6" centers on the border of the overlay and 12" centers across the face of the panel(s). Paint pop rivets to match color of sign sheeting at pop rivet locations.
- 3.15 For multi-post sign supports, aluminum and steel, furnish and install sign supports as specified including any breakaway devices necessary. Determine the number, length, and size of sign supports based on the latest FDOT Multi-post Sign computer program which the Contractor can download from the FDOT's internet site or, if necessary, will be provided on disk upon request. Submit the results of the computer run to the Director of Maintenance prior to the fabrication of the support(s). Supports shall meet the requirements of Index Drawing No. 11200 as amended below. Round multi-post sign supports may be used at the Contractor's option. However, if these supports are used, submit to the Director of Maintenance for approval design drawings that have been signed and sealed by a Professional Engineer registered in the State of Florida.

- 3.16 For single post sign supports and foundations, furnish and install sign supports and breakaway devices meeting criteria in FDOT Design Standard 11860.
- 3.17 For attenuators, furnish and install nine button Object Markers (OM1-1) as found in the FHWA Standard Highway Sign manual.
- 3.18 For delineators, roadside and surface mounted delineators that are removed will become the property of the Contractor to be disposed of properly.
- 3.19 For roadside flexible delineators, use Safe-Hit Corporation, type 2 Guide Posts (48" with flattened top).
- 3.20 For surface mounted delineators, use single unit Flexstake 48" Low Profile Surface Mount Delineators. Adhere the entire delineator base to the roadway surface.
- 3.21 For reflective markers:
- Furnish and install 3M™ Company Series 290 Reflective Pavement Markers on the roadway surface. New pavement markers may be offset 1" from the pavement marking line if directed by the Director of Maintenance, to improve adhesion to old pavement.
 - Furnish and install guardrail reflective markers in kind or per the latest FDOT Design Standard (Index 400) as directed by the Director of Maintenance.
 - Furnish and install barrier wall reflective markers in kind or per the latest FDOT Design Standard (Index 410) as directed by the Director of Maintenance.

Old pavement markers will become the property of the Contractor to be disposed of properly at locations provided by the Contractor. Roadside disposal does not constitute proper disposal.

- 3.22 For pavement markings, use thermoplastic for stop bars, crosswalks, edge lines along loop ramps, ramp and main line toll plazas and standard pavement messages and directional arrows. Use 3M™ Company Stamark™ High Performance Tape Series 380IES for all other striping on the mainline and ramps unless CFX standards are revised. Furnish and install one stripe of the specified width, i.e. do not abut multiple stripes in order to meet the specified width (example: three 6

inch stripes to make one 18 inch stripe). Replace any damaged or missing High Performance Tape at ramp and main line toll facilities with thermoplastic.

- 3.23 For all traffic striping and pavement markings, furnish and install in accordance with manufacturers specifications traffic striping and marking as specified in herein, including cleaning and protection of surfaces, and curing and protection of all items as required. Removal of pavement marking shall be by a method which does not significantly damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Repair any damage to the pavement which results from the marking removal operation.
- 3.24 All ground mount signs, except where noted in the plans, shall utilize 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or CFX-approved equal in combination with mechanical fasteners (countersunk screws) to fasten the sign panel to wind beams/ brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1") from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Index Nos. 11200 and 11860) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Index Nos. 11200 and 11860 shall remain.

A. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):

1. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

$$\text{length} \text{ ft.} \times \text{width} \text{ ft.} = \frac{\text{ft}^2 \text{ of sign surface area.}}{(a)}$$

2. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for the particular thickness of aluminum being used to determine the static load of the sign face.

Thickness (in.)	Weight (lb/ft ²)	
.080	1.15	
.100	1.44	From Table 7.4 of the
.125	1.80	ASTM Chart for sheet and plate weights

$$\frac{\text{ft}^2}{\text{(a) from Table}} \times \frac{\text{lb/ft}^2}{\text{(b)}} = \text{lbs. of static load.}$$

3. Square Inches of Tape: Multiply pounds of load (b) by 4 in² of tape per pound to determine amount of tape required to support the load.

$$\frac{\text{lbs.}}{\text{(b)}} \times 4 \text{ in}^2/\text{lb.} = \frac{\text{in}^2 \text{ of tape.}}{\text{(c)}}$$

4. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

$$\frac{\text{in}^2}{\text{(c)}} \div 12 \text{ in./ft.} = \frac{\text{lineal foot of 1-inch wide}}{\text{(d) tape required to support the weight of the sign face}}$$

5. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Index 11200, may be required to achieve the square area of tape required per the above calculations. Payment shall be included in the unit price for the sign as bid.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the Director of Maintenance for review by the manufacturer.

- B. For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 22 inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1 inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1 inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.
- C. Installation Procedures

Required Surface Preparation for All Applications

1. **Application Temperature:** The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.
2. **Cleaning:** All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and water, then wipe the surface with a clean, dry cloth to remove solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. Contractor shall follow solvent manufacturer's directions and precautions for handling solvent.
3. **Abrading:** Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be re-cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.
4. **Rub Down Pressure:** Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.
5. **Dwell Time:** After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate

strength should be achieved after 20 minutes, 90% after 24 hours, and 100% after 72 hours. In some cases, bond strength can be increased and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

Assembly Steps for Bonding Stiffeners

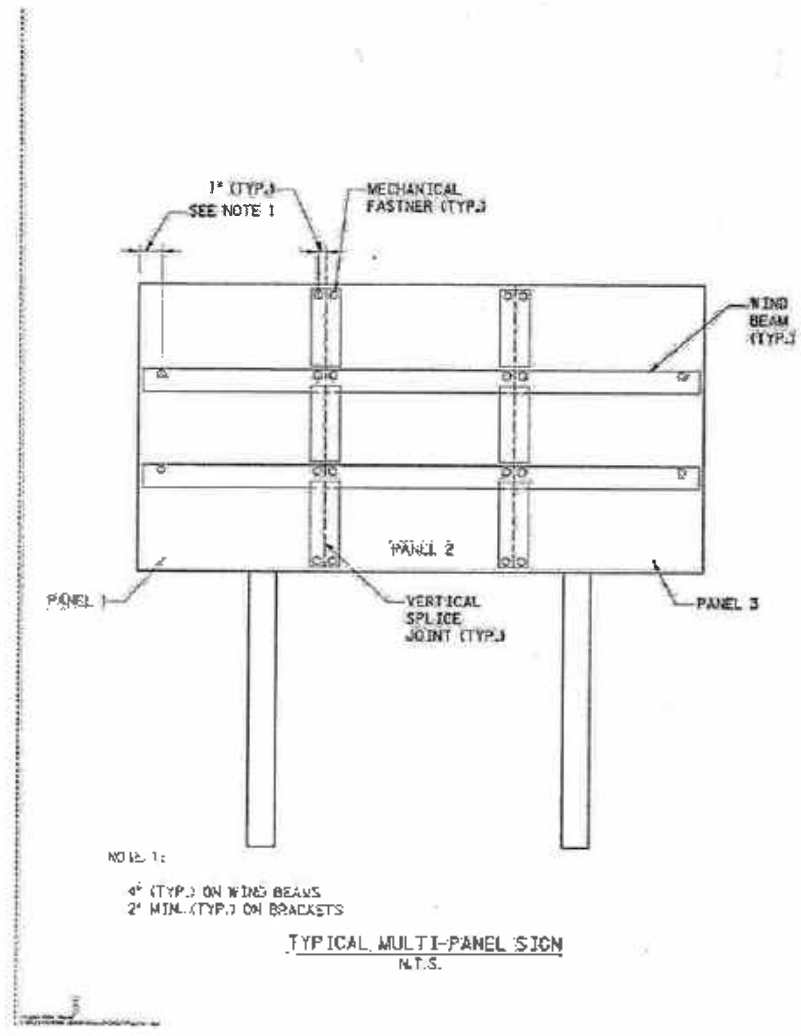
1. Determine the amount of tape to be used from the procedures detailed above.
2. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Re-cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).
3. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand held roller or tape applicator.
4. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.
5. The sign surface where the stiffener is to be bonded shall be clean and dry.
6. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand held roller used to aid in laminating the stiffeners to the panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

Bonding Backing Strips on Multi-Panel Signs

1. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).
2. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.

3. The backing strip shall be aligned on the panel seam so that both edges of the two panels are covered with tape.
4. The release liner shall be removed and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

Technical assistance and pricing information for this product may be obtained from 3M Industrial Tape and Specialties at 800-362-3550.



END OF SECTION

Attachment 8
TRAFFIC CONTROL DEVICES

1.0 Description

- 1.1 Contractor shall furnish, install and maintain traffic control devices for both routine and emergency situations.
- 1.2 CFX will provide a list of names and titles of individuals (along with certifications) who are authorized to direct the Contractor to provide traffic devices. Do not provide any devices unless specifically directed to do so by an authorized individual.

2.0 Contractor Responsibilities

- 2.1 Use experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Personnel shall be certified in accordance with FDOT procedure 750-030-006(e), which is hereby incorporated by reference and made a part of this Contract as if fully set forth herein. Submit a list of individuals and their certifications to the Director of Maintenance within 10 days after the Notice to Proceed.
- 2.2 Provide a Worksite Traffic Supervisor with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Ensure that the Worksite Traffic Supervisor performs the following duties:
 - 1. Performs on site direction of all traffic control in a work zone.
 - 2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
 - 3. Is on site during all nighttime operations to ensure proper Maintenance of Traffic.
 - 4. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 1 hour.
 - 5. Is available on a 24-hour per day basis and present within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
 - 6. On Maintenance of Traffic lasting more than 24 hours conduct daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

2.3 Emergency Installations

Devices used in emergency situations are classified as either non-traffic control or traffic control.

- 2.3.1 Non-traffic control devices include Type I and Type II barricades with steady burn or flashing lights and sandbags for weight. These devices shall be used to delineate or identify a hazard along the roadside, median, and shoulder up to within 2 feet of a travel lane. These devices shall also be used within toll plazas.
- 2.3.2 Traffic control devices shall be used to control or guide traffic under the following general conditions:
 - a. Type I - Single lane closure
 - b. Type II - Two lane closure
 - c. Type III - Full roadway closure and/or detour route signing
 - d. Type IV - Ramp closure
 - e. Type V - Lane closure at toll plazas
- 2.3.3 The approximate number, types, and placement of traffic control devices required for each closure configuration shall be in accordance with the MUTCD and FDOT Design Standards Index Nos. 600 through 650 as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the Director of Maintenance where unusual, complex or particularly hazardous conditions exist. Minimum transition taper lengths on the mainline for lane closures shall be 800 feet for purposes of this contract.
- 2.3.4 Cones which shall be a Type I device can be used during daylight hours only, where their use does not exceed eight hours in any one day.

2.4 Maintenance of Devices

- 2.4.1 Perform daily inspection of all traffic control devices installed and replace all equipment and devices not conforming to standards.

2.4.2 Keep traffic control devices, warning devices and barriers in the correct position and clearly visible and clean at all times. Check batteries in barricades equipped with flashers and replace if necessary to ensure proper operation. Immediately repair, replace or clean damaged, defaced, or dirty devices or barriers as directed by the Director of Maintenance.

2.4.3 Reverse Lane Implementation Barrier

CFX maintains a movable median barrier located on SR 528 just west of SR 520 to expedite the movement of large numbers of evacuees in the event of a worst case multi-regional disaster. Contractor shall inspect and operate the barrier to confirm it is operational and performs as intended. Inspect the barrier 3 time per year in April, August and December and prepare a report for the Director of Maintenance certifying the barrier is operational, what preventative maintenance was performed and what repairs were made, if any.

2.5 Non-Emergency Installation at Interchanges

Furnish, install, and maintain Type II barricades with steady burn or flashing lights and sandbags for weight.

2.6 Variable Message Sign (VMS)

Furnish, operate and maintain portable Variable Message Signs (VMSs) (furnish fuel, oil and batteries) as directed by the Director of Maintenance.

END OF SECTION

Attachment 9
CABLE BARRIER SYSTEM REPAIR

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of cable barrier, posts, cables, anchorages and miscellaneous hardware.

2.0 Contractor Responsibilities

- 2.1 Repair or replace damaged cable barrier and accessories using materials of a brand and quality equal to or better than the ones being replaced and shall be compatible with the existing equipment.
- 2.2 Accomplish all installations in accordance with the manufacturer's requirements.
- 2.3 Parts provided by the Contractor shall be new. Rebuilt and or repaired parts will not be acceptable.
- 2.4 Remove and dispose of all debris from the right-of-way at the completion of the work.
- 2.5 Repair response time shall be a maximum of two (2) hours from time of notification. Reduction in compensation shall be assessed per the Scope of Services for emergency response.
- 2.6 Damaged cable barrier is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Design Standards.
- 2.7 Permanent repairs to damaged cable barrier shall be completed no later than the next day, unless, due to the severity of damage, the Director of Maintenance determines a longer time frame is necessary. Failure to repair the damaged cable barrier within the time specified shall result in a penalty of \$100 per day until the damaged cable is repaired/replaced and accepted by the Director of Maintenance.
- 2.8 The Contractor shall maintain a sufficient inventory of spare parts for emergency repairs of the cable barrier system at no additional cost to CFX. Spare parts shall be immediately available so that repairs/replacements can be completed within the specified time frame.

END OF SECTION

Attachment 10
FERTILIZER APPLICATION

1.0 Description

- 1.1 Furnish and apply a "combination" fertilizer to provide required nutrients to establish and maintain grass and vegetation and to provide a pre-emergence herbicide to control the germination of noxious weeds. Apply fertilizer in accordance with the Contractor's approved Work Plan. It is anticipated that applications will occur within the Contract limits once a year (April – May). Completion date for application will be May 30th.
- 1.2 Prior to the application of any fertilizer, the Contractor shall have a soil analysis of the turf performed conducted by a licensed soils laboratory, to determine what amendments to the soil are needed. Sampling shall be performed using established procedures of the industry and at a frequency of at least one (1) sample per centerline mile of the roadway. Samples taken shall be combined together as a representative sample of the roadway soil conditions and analyzed to determine the need for fertilizer application.
- 1.3 A report of the findings shall be provided to the Director of Maintenance within 30 days with recommendations as to the application of any fertilizer (if any) to the turf areas.
- 1.4 If it is determined that a fertilizer cycle is needed, the Director of Maintenance shall direct the Contractor to proceed with the application of the recommended fertilizer. An annual Work Order Allowance in the contract will be used to compensate the Contractor for this work.

2.0 Contractor's Responsibilities

- 2.1 Use equipment specifically designed for commercial application of fertilizer. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work.
- 2.2 Properly use and dispose of all chemicals and fertilizers in strict accordance with applicable local, state, and federal environmental regulations and shall indemnify CFX for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and fertilizers.

2.3 Fertilizer Requirements

Commercial fertilizer shall comply with all applicable State of Florida fertilizer laws and regulations.

- 2.3.1 The numerical indication of fertilizer indicates the minimum percentages respectively of (1) total nitrogen, (2) available phosphoric acid, and (3) water soluble potash, contained in the fertilizer.
- 2.3.2 The chemical designation of this fertilizer shall be 15-0-15 distributed uniformly at 290 pounds per acre unless otherwise directed by the Director of Maintenance.
- 2.3.3 The fertilizer shall contain 15% total nitrogen with 50% of its nitrogen in the water insoluble form and shall be derived from a fertilizer grade of:
 - A. Ureaform containing 38% nitrogen and having an activity index of 40% as determined by the appropriate A.O.A.C. procedure; or
 - B. Isobutylidene Diurca containing 31% nitrogen with a particle size of 0.7 – 2.0 millimeters (coarse grade); or
 - C. Sulfur Coated Urea containing a minimum of 35% nitrogen
- 2.3.4 The remaining 50% of nitrogen shall be water soluble derived from:
 - A. 5.25% Ammoniacal nitrogen
 - B. 0.25% Nitrate nitrogen
 - C. 2.0% Urea nitrogen
- 2.3.5 The fertilizer shall also contain a pre-emergence herbicide in a combined form at an approved rate. A proposed label shall be submitted to the Director of Maintenance for approval prior to production of the fertilizer.
- 2.3.6 If the fertilizer is delivered in bulk, provide documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags to verify weight and content.

2.4 Limits of Fertilizer Application

- 2.4.1 Fertilizer to be applied to all turf areas within the project limits at the rate stated in Section 2.3.2. On steep slopes and where machine spreading is not practical, perform spreading by hand operated mechanical spreaders.

END OF SECTION

Attachment II
CHEMICAL CONTROL OF WEEDS AND GRASS

1.0 Description

- 1.1 Provide all labor, materials and equipment necessary to apply chemicals to roadside turf and vegetation located in areas maintained under this contract to treat undesirable weed and brush growth. These areas include all grassed roadsides and slopes, around roadside obstructions, in surface joints, on paved surfaces, along fence lines, along shoulders, edge of pavement, curb and gutter, around guardrails where no landscaping exists, barrier walls, signs, culvert ends, bridge abutments, and narrow or wide medians, on and around MSE walls and any and all concrete structures. CFX expects the Contractor to maintain these areas with as many herbicide applications as necessary to provide a virtually weed free condition.
- 1.2 Perform aquatic vegetation control along outfall ditches, roadside ditches, around drainage structures and side drains. Pre-emergence herbicide applications to turf areas shall be performed as described in Attachment 10 - Fertilizer Application.
- 1.3 Chemicals shall not be applied to any areas that are located within or directly adjacent to a landscape planting bed. Landscape areas are maintained under separate contract and are not the responsibility of the Contractor.
- 1.4 The Contractor shall provide a fulltime employee to directly supervise all chemical applications who possesses the Florida Department of Agriculture's Commercial Pesticide Applicators License for use of restricted pesticides in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA) with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Copies of the required license shall be submitted to the Director of Maintenance before the first application is performed.
- 1.5 The Contractor shall notify the Director of Maintenance at least 48 hours in advance of the date, time and location where the herbicide application will begin. The Contractor and its subcontractor shall meet with the Director of Maintenance at the designated site. The Contractor shall produce the certification of the applicator as required in 1.4 above as well as a copy of the Director of Maintenance's approval of the herbicide being used. No herbicide shall be applied until this process is completed.

2.0 Contractor Responsibilities

2.1 Materials

All chemicals shall be commercial quality complying with the herbicide laws of the State of Florida. Prior to the first use of any product on the CFX system, the Contractor shall submit to the Director of Maintenance for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates and application equipment for all chemicals intended for use. All chemical applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. When chemicals are used around guardrail, curbs and miscellaneous obstructions, use a tracker dye to highlight the area(s) sprayed. Tracker dye shall not be used when applying chemicals on painted barrier walls, sound walls, MSE walls or any other painted surfaces.

2.2 Equipment

All chemical applicator personnel shall also have all of the equipment required to correctly mix and apply all chemicals intended for use (measurement devices, personal safety equipment, and application devices). Use equipment specifically designed for commercial application of chemicals. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the Director of Maintenance.

Roadside and slope mowing areas shall receive four (4) approved selective wide spectrum broadleaf herbicide applications per year as per the Annual Mowing Schedule unless directed otherwise by the Director of Maintenance.

Selective herbicide applications to roadside areas that are mowed using high production style mowing equipment shall use a computerized control system to dispense chemical inside the mower deck or an enclosed chamber simultaneous to the mowing operation. Apply chemicals directly to the cut of the surface tissue of the plant at the moment of cut. Equip each deck with an independent control to provide simultaneous or singular use of each particular deck. Use a computer that will automatically signal the operator with an audible alarm and a visible diagnostic error message should the vehicle ground speed and selected application rate exceed the pump output capacity or become too slow for uniform application of materials. The computer system console must display the accumulated area treated, the accumulated distance traveled, the speed, and the rate of application. The computerized control system must provide daily computer generated documentation of the total area treated and the total quantity of chemical applied. The daily computer generated

documentation shall be submitted with the Herbicide Application Log submittal noted in Section 2.4 below.

Roadside and slope areas that are mowed with other than high production style mowing equipment shall receive selective herbicide applications using equipment/methods approved by the Director of Maintenance prior to the beginning of work.

2.3 Method of Application

2.3.1 Use the FDOT publication called *A Guide for Roadside Vegetation Management, 2012 Edition*, which is hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as the standard reference in determining desirable treatments.

2.3.2 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify CFX for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.

2.3.3 All chemical applications performed in areas other than grassed roadsides and slopes, as noted in Section 1.1 above, shall be performed in a "spot treatment" method. Any other method of chemical application must be approved by the Director of Maintenance prior to the beginning of work.

2.3.4 Contractor shall replace desirable trees, shrubs, or other plants, at no cost to CFX that are injured or lost due to the Contractor's negligence in the application of chemicals.

2.4 The Contractor shall complete a daily FDOT Herbicide Application Log for each location where chemical applications are being performed. The forms must be thoroughly and accurately filled out prior to submittal. The Contractor shall submit completed forms to the Director of Maintenance on a weekly basis. These forms shall be forwarded via email to the Director of Maintenance by the following Monday for the previous week's applications.

2.5 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections; areas that are determined to be unacceptable shall be treated again at no additional cost to CFX.

END OF SECTION

Attachment 12
GRAFFITI AND STAIN REMOVAL

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to perform pressure cleaning and/or painting of bridges, including beams and columns, concrete barrier walls, concrete slopes, and reinforced/retained earth wall faces and other structures to remove graffiti and other unsightly stains and markings.

2.0 Contractor Responsibilities

- 2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.
- 2.2 Clean surfaces using equipment appropriate for removal of the graffiti or other unsightly stains and markings to include entertainer/campaign posters. Equipment shall not damage the surface being cleaned. Mechanical (e.g. scrub brushes), steam cleaning, pressure washing or other means may be necessary. All surfactants or other cleaners must be approved by the coatings manufacturer and reviewed by the Director of Maintenance prior to use. Do not use hydrocarbon solvents.
- 2.2.1 Provide the Director of Maintenance with a schedule for annual pressure washing of all bridges, cladding enclosures, MSE walls and sidewalks under CFX bridges. Cleaning shall include the removal of dirt, soot, bird droppings, mold and any other matter that detracts from the appearance of the structure. Schedule cleaning to minimize impact on pedestrian traffic.
- 2.3 Complete emergency maintenance response for graffiti and stain removal work, including application of the permanent coating(s) by the end of the next day (including Saturdays, Sundays and legal holidays) after notification. Graffiti determined to be profane or offensive by the Director of Maintenance shall be removed and, at a minimum, a temporary coating applied within two (2) hours of notification. Permanent coatings shall be completed within 48 hours of completion of the temporary work. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew. Penalties defined in the Scope of Services for emergency response shall be applicable. Completion of routine work shall not be affected by the need to perform emergency work.
- 2.4 Apply the following finishes where applicable:
- 2.4.1 Concrete surfaces shall receive a Class 5 finish in accordance with Section 400 of the FDOT Standard Specifications. Apply anti-graffiti coating to Class 5 finish. Cleaning, surface preparation, application rates shall be in

accordance with manufacturers recommendations. All products must be listed on the FDOT Qualified Products List.

2.4.2 Structural steel surfaces shall receive maintenance painting in accordance with Maintenance Specifications Attachment 20, Section 560, Coating Structural Steel.

2.4.3 Painted concrete surfaces

Ambient Conditions: Do not apply paint unless the surface temperature is 5°F above the dew point and the relative humidity is below 85%. No paint shall be applied when the ambient air or surface temperature is less than 50° F or above 95° F, unless authorized in writing by the Director of Maintenance.

Do not apply any paint that contains more than 100 ppm lead.

Remove any paint that curls or lifts after application and repaint the areas as per specification.

The color and scheme of the finish coat(s) shall match existing. The color of the primer (textured) coat shall contrast with color of the finish coat. Apply two layers of pigmented anti-graffiti coating (TEXT COTE-TY-COTE) or approved equal. Coating thickness and cure time shall be per manufacturer's recommendations.

Coating Materials: Concrete coatings materials may be obtained from Textured Coatings of America, Inc. or Sherwin Williams.

Dark Brown – Color 33446, Batch 40304-103

Light Brown – Color 33690, Batch 40304-102

Dark Green – Color 34227, Batch 4034-101

Light Gray – Color 36622, Batch N/A

2.5 Collect all debris resulting from the cleaning process and remove from the CFX right-of-way at the end of each workday.

2.6 Painted areas shall be comprised of complete panels or sections. Spot painting will not be accepted. Completed areas of work shall be free from graffiti and stains after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean and or paint again areas that are determined to be unacceptable at no additional cost to CFX.

END OF SECTION

Attachment 13
ASPHALT-IN-PLACE REPAIR

1.0 Description

- 1.1 Provide all labor, materials, equipment, and incidentals necessary to perform the work as specified herein. Repair asphalt that may be damaged by vehicle accidents, spills, fire or other conditions as determined by the Director of Maintenance. Contractor or subcontractor shall be prequalified by the Florida Department of Transportation (FDOT) to perform milling and asphalt paving operations.
- 1.2 Premature friction course failures caused by original construction or material deficiencies will not be the responsibility of the Contractor. At locations where settlement of the pavement (such as at bridge approach slabs), pot holes, depressions/settlement or raveling occurs, the Contractor shall make repairs as directed by the Director of Maintenance.

2.0 Contractor Responsibilities

2.1 Milling

2.1.1 Method of Operation

Remove existing pavement to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified by the Director of Maintenance.

Establish the longitudinal profile of the milled surface by a skid sensor on the side of the cut nearest the centerline of the road. Establish the cross slope of the milled surface by a second skid sensor near the outside edge of the cut or by an automatic cross slope control mechanism.

Multiple cuts may be made to achieve the required pavement configuration or depth of cut.

Operate the milling machine to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

Place temporary pavement markings to match existing lane lines.

2.1.2 Equipment

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified herein. The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface.

If the machine is equipped with preheating devices, special attention is directed to the fact that local environmental and other regulations governing the operation of this type equipment may vary considerably at each location. Comply with all local regulations, as well as State and Federal rules, and obtain all necessary permits.

2.1.3 Milled Surface

The milled surface shall have a reasonably uniform texture which will provide good bonding, shall be within 1/4 inch of the true profile grade, and shall have no deviations in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above states tolerate may be accepted without correction if the Director of Maintenance determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile as determined by the Director of Maintenance.

The Director of Maintenance may require re-milling of any area which a surface lamination causes a non-uniform texture to occur.

2.2 Overlaying and Patching

2.2.1 Method of Operation

Place asphalt pavement as specified herein, at the direction of the Director of Maintenance. The work procedure shall be in accordance with accepted methods and materials to achieve a high quality asphalt overlay or patch.

The following is a basic and minimum procedure to be used to accomplish specific work.

- a. Establish traffic control
- b. Remove surface material within the marked boundaries leaving sides vertical and a reasonably square or rectangular hole.

- c. Inspect base for dryness and for adequate support. If base replacement is required, notify the Director of Maintenance.
- d. Apply light tack coat.
- e. Place mix and compact in lifts of two inches (2") maximum.

All patches shall be reasonably square or rectangular and shall not present a bump or depression and shall provide a smooth ride and transition.

Contractor shall have a twelve (12) foot minimum straight edge on the job site and may be required to test for results deemed unsatisfactory by the Director of Maintenance.

2.3 Materials

Use only materials conforming to the requirements of the specifications and approved by the Director of Maintenance. Unless otherwise specified, obtain asphaltic concrete mixes from a plant that is certified by the FDOT. Asphaltic concrete mixes shall use the current FDOT approval design mix for the materials specified herein. Submit a copy of the design mix to be used to the Director of Maintenance for approval prior to using the material on the project.

Unless otherwise specified, construct asphalt pavement with the following limitations:

- (i) Surface course material shall generally be compatible with existing pavement in the vicinity of the work.
- (ii) The use of reclaimed asphalt shall meet the requirement of Section 334 of the FDOT Standard Specifications.
- (iii) Layer thickness for asphaltic concrete structural courses shall comply with Index 514 of the FDOT Design standards.
- (iv) Friction course material shall not be used for base, leveling or as a structural course.

Random testing of materials may be performed by the Director of Maintenance at any time during their preparation and used to verify compliance with Section 330 of the FDOT Standard Specifications.

- 2.4 Perform work in accordance with the following specified sections of the FDOT's Standard Specifications. References in the incorporated sections to the Engineer shall be taken to mean the Director of Maintenance. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.

The following Standard Specifications sections apply:

- Section 101 Mobilization
- Section 320 Hot Bituminous Mixtures Plant, Methods and Equipment
- Section 327 Milling of Existing Asphalt Pavement
- Section 330 Hot Bituminous Mixtures - General Construction Requirements
- Section 334 Superpave Asphalt Concrete
- Section 337 Asphalt Concrete Friction Course
- Section 339 Miscellaneous Asphalt Pavement

In Section 327, Milling of Existing Asphalt Pavement, references to opening of milled areas to traffic are hereby deleted. All milled areas must be resurfaced prior to opening to traffic. Any exception must have the specific approval of the Director of Maintenance.

Maintenance of traffic shall be in accordance with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic

- 2.5 For milling existing asphalt pavement, mill existing asphalt pavement, haul off and stockpile or otherwise dispose of the milled material, including temporary striping and removal of existing reflective markers. Disposal at an appropriate site off the CFX right-of-way shall be the sole responsibility of the Contractor.

END OF SECTION

Attachment 14
MECHANICAL ROAD SWEEPING

1.0 Description

Perform routine mechanical road sweeping to protect the roadways from excessive accumulation of debris along the roadways including drain gutters and drain grates. The term debris includes all materials normally picked up by a mechanical sweeper such as sand, glass, paper, cans, and other materials. It also includes large limbs, wood, cable, and other materials in the areas to be swept.

2.0 Contractor Responsibilities

2.1 These specifications are end-result oriented. Although the sweeping activity is expected to be accomplished by mechanical means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Director of Maintenance regardless of the number of sweeping passes required to achieve the specified quality.

2.2 Areas to be maintained:

2.2.1 Perform sweeping and/or cleaning on the following designated areas of the highways:

- (i) Along all outside and median paved shoulders for the full length and width of the shoulder.
- (ii) At all paved gore areas where interchange ramps converge and diverge from the through traffic lanes for the full width of the gore.
- (iii) Along all concrete median barrier walls for the full length of the wall (full width).
- (iv) Along all paved inside and outside shoulders of interchange ramps for the full length and width of the shoulders.
- (v) Along all pavements of interchange ramps at places where foreign matter has accumulated thereon.
- (vi) Along all curbs in any of the above areas.
- (vii) Along all bridge curbs paralleling and adjacent to the traffic lanes (full width).

2.3 Quantity and Frequency of Sweeping

Begin each sweeping cycle in accordance with the Contractor's approved Work Plan. The total number and the timing of cycles will depend upon the roadway conditions, or severity of debris on the areas where sweeping is to be performed. Mechanical roadside sweeping within the Contract limits shall be accomplished twelve (12) times per year on S.R. 408, S.R. 417, S. R. 528 and the Goldenrod Road Extension (S.R. 551). The actual number of sweeping cycles may be increased or decreased as directed by the Director of Maintenance.

2.3.1 Emergency Response

In the event of a major accident/spill, the Contractor shall respond within 1 hour upon notification from the Director of Maintenance. Before leaving the accident/spill site, the Contractor shall ensure that the road surface is free of debris and any fluids that can cause an unsafe condition. Sand or any other absorbent material used in the clean-up shall be collected and deposited in an approved collection facility.

2.4 Equipment

- 2.4.1 All equipment shall be submitted to the Director of Maintenance for approval before being placed into service. Properly maintain all safety devices at all times the equipment is in use.
- 2.4.2 If the Director of Maintenance determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.
- 2.4.3 Inspection and approval of the Contractor's equipment by the Director of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 2.4.4 Do not use equipment which damages the pavement or turf. If this occurs, fix or replace damaged areas at no cost to CFX.
- 2.4.5 When a mechanical sweeper is in use, mount a "Slow Moving Vehicle" sign and an arrow board on the rear with a Type B high intensity warning light mounted on top of the vehicle.
- 2.4.6 Provide a follow vehicle. Equip the follow vehicle with a sequential arrow panel with an approved crash cushion system attached.

2.5 Equipment

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. If in the opinion of the Director of Maintenance the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, provide additional equipment as directed by the Director of Maintenance.

2.6 Equipment Specifications

2.6.1 When requested by the Director of Maintenance, provide proof of ownership, signed subcontract, or a signed lease for the duration of the Contract, for at least one mechanical road sweeper, one attenuator truck and two arrow boards.

2.6.2 Where new equipment will be purchased, provide CFX with a guaranteed delivery date to verify that work can begin on time.

A. Mechanical Road Sweeper

The road sweeper shall be a mechanical sweeper or sweepers with at least a combination of six (6) cubic yard capacity, and each shall be equipped with a FDOT approved arrow board.

B. Attenuator Truck

The attenuator truck shall be at least 10,000 gross vehicle weight.

C. Flashing Arrow Board

Standard FDOT approved flashing arrow board.

Minimum Size: 30" x 60"

Minimum Number of Panel Lamps: 15 lamps

Minimum Legibility Distance: 3/4 mile

Arrow panels shall be rectangular, of solid construction, and finished with non-reflective flat back. The panels shall be mounted on a vehicle, trailer or other suitable support.

Minimum mounting height shall be 7 feet above roadway to the bottom of the panel, except on vehicle mounted panels which shall be as high as practicable.

2.7 Safety

In the event that an accident occurs involving the Contractor's equipment while the equipment is being used to accomplish authorized work, no relief in responsibility for work performance will be granted to the Contractor.

2.8 Method of Operations

- 2.8.1 Do not begin any roadway sweeping until authorized by the Director of Maintenance in writing to do so. Perform all sweeping during daylight hours other than 6:00 - 9:00 AM or 3:00 - 6:00 PM. Special schedules may be established with the approval of the Director of Maintenance. Special schedules shall be in writing and may include weekend and holiday work in addition to night time hours.
- 2.8.2 Complete each sweeping cycle in its entirety prior to beginning another cycle.
- 2.8.3 Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc., that cannot be traversed by the sweeper including the area under guardrail on paved shoulders. Remove any item such as newspaper, magazines, large boxes, etc., that would be torn, ripped, scattered or further subdivided by the sweeper that will result in an objectionable appearance.
- 2.8.4 Dispose of debris properly and in accordance with state and local rules and regulations in effect at the time of disposal.
- 2.8.5 Provide equipment, guard truck and sweeper with adequate warning lights and signs at all times to protect equipment from being overrun by traffic during the course of operation and also when moving equipment to another job location.
- 2.8.6 Load, haul and dispose of all accumulated material to an approved disposal site outside the project limits.
- 2.8.7 Do not create excessive airborne dust or other particulates. Use equipment supplied with functioning water spray equipment normal to the industry for dust control.
- 2.8.8 During periods of sweeping operations, consult with the Director of Maintenance for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-sweep these areas so that the total sweeping cycle may be completed in a satisfactory manner within the specified time.

2.8.9 Sweep around vehicles that are parked in the sweeping area. The area occupied by a parked vehicle will be considered as work accomplished.

2.9 Limitation of Operation

2.9.1 When sweeping areas within ten feet of the travel way, operate the equipment in the direction of the traffic. Comply with safety requirements contained in Index Drawing Nos. 600 and 619 of the Design Standards.

2.9.2 When necessary for sweeping equipment to cross the travel way, select a location that provides a minimum of 500 feet of unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings. U-turns are not permitted.

END OF SECTION

Attachment 15
REPAIR AND RESTORATION OF SLOPES, SHOULDERS
AND ROADSIDE DITCHES AND CANALS

1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to repair and/or restore roadway shoulders, slopes, and roadside ditches including clearing and grubbing, site preparation, hauling, grading, stabilizing, sodding, seeding and mulching, miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, and riprap. Finished work shall generally conform to the lines and grades shown on the original approved for construction drawings. CFX will be responsible to secure and pay for any required environmental and water management permits for the work covered under the Contract.

2.0 Contractor Responsibilities

- 2.1 Comply with both the requirements of the FDOT Design Standards Index Series 600 and the MUTCD, latest edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein.
- 2.2 Blade down high points of shoulders, slopes, and accessible ditches, and rough grade, remove, and haul unsuitable material to appropriate disposal sites provided by the Contractor. Retain material on site for use as needed. The Director of Maintenance will make a determination as to the suitability of the retained material, which may be used as either stabilizer or backfill. Dispose of all suitable surplus material or uniformly spread in areas approved by the Director of Maintenance.
 - 2.2.1 The size of the slope restoration repair in this section shall be limited to 100 square yards. Areas greater than 100 square yards shall be compensated for at the unit price in the Price Proposal in accordance with the Method of Compensation.
- 2.3 Place suitable material in low points of shoulders, slopes, and ditches, and rough grade and mix with existing material. Furnish borrow or topsoil material, as directed by the Director of Maintenance, necessary to complete the work if sufficient material is not available on site.
- 2.4 Roll completed shoulder areas with pneumatic-tired equipment.
- 2.5 Grade site(s) to meet adjacent contours and provide flow for surface drainage.

Provide and maintain all measures required for the prevention, control and abatement of erosion and water pollution.

- 2.6 Place miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, sod, seed and mulching, fertilizing, riprap and sand-cement filler at the direction of the Director of Maintenance.
- 2.7 The application rate for grass seed, in pounds per acre, shall be the sum of both permanent and temporary grasses as referenced herein and in Index Drawing No. 104.
- 2.8 Use water sprinkling or other suitable method to limit the amount of dust and dirt rising and scattering in the air to the extent practical for the conditions of the work as determined by the Director of Maintenance.
- 2.9 Use sand-cement filler and water to fill voids in bridge approaches and at other locations specified by the Director of Maintenance. Proportion the sand and cement in a ratio of five parts sand (loose volume) to 1 part Portland cement. Consistency of mixture shall be such that pumping can be accomplished to achieve even distribution in void being filled. The Director of Maintenance may approve other mixes that are specifically designed for this purpose.
- 2.10 Perform work in accordance with the following specified sections of the FDOT Standard Specifications for Road and Bridge Construction, current edition at Contract execution, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein. References in the incorporated sections to the Engineer shall be taken to mean the Director of Maintenance or designated representative. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.

The following standard specification sections apply:

- Section 110, Clearing and Grubbing
- Section 120, Excavation and Embankment
- Section 160, Stabilizing
- Section 162, Prepared Soil Layer
- Section 230, Limerock Stabilized Base
- Section 339, Miscellaneous Asphalt Pavement
- Section 524, Concrete Ditch and Slope Pavement
- Section 530, Riprap
- Section 570, Performance Turf
- Section 914, Stabilization Materials

- 2.11 Repair damage caused by operations to adjacent facilities. Do not use equipment that damages the pavement or turf area.
- 2.12 Leave site(s) in clean condition free from materials, rubbish, and debris. Grade site(s) to meet adjacent contours and provide flow for surface drainage.
- 2.13 When cleaning and reshaping ditches, clear wet ditches and/or canals of vegetation and reshape them to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.
- 2.14 For ditch construction, construct ditches and/or canals to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.
- 2.15 Install limerock material and compact to a firm and unyielding base. Compaction will be based on visual inspection by the Director of Maintenance or authorized representative in lieu of density testing.
- 2.16 For seeding and mulching, the mulch machine shall make enough passes to cut in mulch every 4 inches. A seeder that places seed in the ground on 4 inch centers shall be used. Spreading seed on the ground and cutting in will not be allowed.
- 2.17 For seeding and fertilizing, a seeder that places seed in the ground on 4 inch centers shall be used. Spreading seed on the ground and cutting in will not be allowed.

END OF SECTION

Attachment 16
DRAINAGE SYSTEM REPAIR AND CLEANING

1.0 Description

Perform jet/vacuuming and cleaning drainage pipe, catch basins, junction boxes, and associated grates; clean underdrains; clean ditch pavement; repair or replace skimmers with fiberglass; and adjust manholes and inlets. Perform minor repairs (replace broken frames and/or missing grates, reset frame and grate, patch spalled areas and seal cracks in structures).

2.0 Contractor Responsibilities

- 2.1 Comply with the requirements of the FDOT Design Standards Index Drawing Nos. 600 through 651.
- 2.2 Clean drainage systems and structures using equipment appropriate for the required cleaning operation. Unit shall be equipped with an evacuating system large enough to handle the quantity of water used to clean the systems and the resulting debris.
- 2.3 Collect all debris resulting from the cleaning process, remove from the site and dispose of properly and in accordance with state, federal, and local regulations.
- 2.4 Respond to emergency situations as directed by the Director of Maintenance. Response time to a site shall be 2 hours or less after notification by the Director of Maintenance. Penalties described in the Scope of Services are applicable. Response team shall include a working supervisor and laborer, a jet/vacuuming truck, and additional equipment necessary to handle the type of emergency described by the Director of Maintenance, including a truck mounted flashing arrow board and enough traffic cones to close a lane on the roadway.
- 2.5 Perform minor repairs including sealing leaks in catch basins, junction boxes and similar structures, replace broken grates, and reset existing frames and grates.
- 2.6 Protect the general public, vegetation, structures, slopes, and roadways at all times when work is in progress.
- 2.7 Contractor's equipment must be approved by the Director of Maintenance before being placed in service. Properly maintain safety devices at all times the equipment is in use. If the Director of Maintenance determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.

- 2.8 Do not use equipment which damages the pavement or turf. If this occurs, repair or replace damaged areas at no cost to CFX.
- 2.9 Completed areas of work shall be reasonably free from debris after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean areas that are determined to be unacceptable at no additional cost to CFX. The Director of Maintenance will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.
- 2.10 At the direction of the Director of Maintenance, make necessary miscellaneous repairs to drainage system components. Repairs also include, but are not necessarily limited to, repairs that are required due to damage resulting from vandalism, fire, theft, vehicular impact, or acts of God. Repairs that are required due to the negligence of the Contractor shall be repaired by the Contractor at no cost to CFX.
- 2.11 Provide drainage system materials that are equal to or better than the materials that were previously used or found in use and with 100% compatibility with existing drainage system.

END OF SECTION

Attachment 17
CONCRETE REPAIRS AND JOINT SEALING

1.0 Description

Provide all labor, materials, equipment and incidentals necessary to seal joints on bridges, roadways, slope pavement, and reinforced earth retaining walls. Patch spalled areas on bridge decks, pier caps, handrails, concrete pavement and the partial or total replacement of roadway slabs.

2.0 Contractor Responsibilities

2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

2.2 When working over a travel lane, close that lane to traffic and use proper traffic control devices conforming to FDOT and MUTCD requirements to cause traffic to use the remaining lane.

2.3 Joint Repairs on Bridge Decks: Compression seals shall be elastomeric.

2.3.1 Submit shop drawings showing all expansion joint materials including seal manufacturer, seal designation and proposed method of installation. The selected seal shall be a heavy duty bridge seal and shall accommodate the joint size shown in accordance with the manufacturer's recommendations.

2.3.2 Accurately cut seal opening with a power saw using concrete cutting blade after existing joint material is removed. Form a joint in the new widened portion of the deck to match existing. Saw cut will be allowed.

2.3.3 All seals shall be installed in conformance with the manufactures recommendations, including adjustments for temperature variances

2.3.4 Compression seals shall be continuous from gutter to gutter on the bridge.

2.3.5 Thoroughly coat all contact surfaces between the compression seals and concrete surfaces with a compression seal adhesive.

2.3.6 Restore spalled areas of existing edge of deck slab, using approved methods and materials, before saw cutting the joint.

2.4 Joint Repairs on Bridge Approaches and Concrete Pavement:

- 2.4.1 Remove old joint materials or, if joint is unsealed, saw or chip, as required, prior to sealing. Sufficient depth shall be obtained to hold material below the concrete surface (2 inch minimum).
- 2.4.2 Clean joints before applying new material.
- 2.4.3 Use filler or bond breaker rod, where required, prior to applying joint sealant.
- 2.4.4 Joint materials shall be included in the approved list (Qualified Products list) on file with the Florida Department of Transportation, Value Engineering Office.

2.5 Joint Repairs on Slope Pavement and Miscellaneous Concrete:

Repair procedure generally follows that specified for bridge approaches and concrete pavement in paragraph 2.6 below.

2.6 Repairs to Concrete Bridge Deck, Concrete Roadway Slabs, Pier Caps, Handrails:

- 2.6.1 Remove unsound concrete and reshape area edges to provide a vertical faced wall. Bridge decks require a depth to 1 inch below the first reinforcing material. Place forms if required.
- 2.6.2 Patching material shall be on the FDOT Qualified Products list. Place patch material and finish consistent and level with surrounding pavement, deck or other surface. For areas requiring rapid hardening concrete bag mix, the mix shall meet or exceed the performance of Eucospeed MP as manufactured by Euclid Chemical Co., or SET-45 as manufactured by Master Builders Technologies.

2.7 Cleaning and Resealing Joints

- 2.7.1 Remove the existing expansion joint material and furnish and install a backer rod and pourable elastomeric joint sealant in accordance with the requirements of the manufacturer.
- 2.7.2 The sealant used shall meet or exceed the performance and material requirements of Dow Corning 902 RCS, a two-component, silicone rubber sealant, manufactured by Dow Corning Chemical Corporation, Midland, Michigan 48686-0994.

- 2.7.3 The following is a basic and minimum procedure to be used to accomplish the specified work. All work performed shall comply with the manufacturer's recommended procedures and practices for the specific joint products.
1. Remove all expansion joint filler material and clean the vertical faces of the existing joint throat to remove all debris and contaminants.
 2. Vacuum or air blast all excessive dust from the vertical faces of the existing joint throat. All faces of the joint shall be completely dry before placement of the surface conditioner and sealant.
 3. Apply a surface conditioner, if required by the manufacturer, to all faces of the joint throat that are to receive the sealant and allow sufficient time to dry, as specified by the manufacturer.
 4. Place an appropriately sized backer rod into the joint throat and cover with bond breaker.
 5. Mix the sealant (Dow Corning 902 RCS) in accordance with the manufacturer's recommendations and place into the joint opening. The pourable sealant shall be self-leveling and allowed to cure for the appropriate time.
- 2.8 Remove and properly dispose of old joint material.
- 2.9 Collect all debris resulting from the work and remove from CFX right-of-way.
- 2.10 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Reseal areas that are determined to be unacceptable at no additional cost to CFX.
- 2.11 Bridge repairs issued to the Contractor through an FDOT-generated work order shall be completed and returned to CFX within 180 calendar days of the issue date of the work order. Failure to complete the repair in the specified time will result in the assessment of liquidated damages in the amount of \$200 per day until the repair is made and accepted by the Director of Maintenance.

END OF SECTION

Attachment 18
TREE TRIMMING AND REMOVAL

1.0 Description

- 1.1 Trim desired trees and brush or remove undesired trees and brush, and dispose of resulting waste and debris. Perform all work meeting the requirements of recognized and approved arboriculture principles with emphasis on tree health and symmetry as set forth in "The American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices" (ANSI A300-2014). Perform all work without damage to trees and shrubs that are intended to remain in the work area.

Prior to beginning work, report all damaged fence, fence posts and other appurtenances (i.e., sign posts and bases, delineator posts, guardrail or barrier walls, light poles, endwalls, pipes, drainage structures, poles, guys landscape areas, etc.) to the Director of Maintenance. Replace any fence, fence post or other appurtenance found damaged after beginning work at no cost to CFX.

2.0 Contractor's Responsibilities

- 2.1 Tree trimming and removal shall be required to maintain visibility and clear obstructions from signs, lighting, roadway surveillance cameras, guardrail, fences and other roadway features. Tree trimming may be required to remove dead, decaying, dying or diseased branches or trees or as may be directed by the Director of Maintenance.

- 2.2 Use equipment designed for the performance of work described herein. Maintain equipment in good repair and operating condition at all times meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use. Cut and trim the trees to the height and width desired using mobile, mechanical equipment capable of vertical, horizontal and angle cuts.

Do not use equipment on CFX right-of-way that damages the pavement, curbs or turf area. Repair damage resulting from work activities at no cost to CFX before resuming project activities.

- 2.3 Obtain any and all permits and licensing required by law during the term of this contract. Provide and distribute any announcements or written notices that may be required.

- 2.4 Trim the trees to the height and width required to clear the obstruction as directed by the Director of Maintenance. Remove all dead, dying, diseased, decaying, interfering, suckering, obstructing and weak branches. Cut and remove all branches or limbs in accordance with ANSI A300 Standards. Topping or heading back is not a recommended pruning practice. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb. Do not cut limbs back to stubs. When practical, cuts will be made in accordance to A-300 Standards, and the natural shape and structure of the tree should be maintained.
- 2.5 Remove trees by severing and lowering to the ground suitable sized sections of limbs or trunk. Use suitable ropes, slings, guidelines and block and tackle to safely lower the severed branches and trunk sections. Cut the main trunk at or below the ground surface. Treat the stumps with an herbicide labeled for stump use and approved by the Director of Maintenance. Use of soil sterilant or residual type materials will not be permitted.
- 2.6 Brush Removal: Cut and remove vegetation with multiple trunks extending from a common root-base (i.e., Brazilian pepper, myrtle, palmettos, bamboo, palms, etc.) flush with the ground surface. Remove all stumps or debris.
- 2.7 Tree and Brush Removal from Fence Lines: Cut and remove trees and brush within the right-of-way and adjacent to the fence creating a corridor measuring ten (10) feet in width and 15 feet in height. The corridor should be cut to avoid the trees marked by the Director of Maintenance not to be removed while maintaining a clear corridor to the dimensions stated above. Cut and remove trees and brush diagonally from the roadway to the right-of-way fence creating access corridors (10 feet in width and 15 feet in height at intervals of not more than 2000 feet, or as required by outfall ditches, natural drains, or other intersecting roadways, railroads, etc.
- 2.8 Stump Removal: Remove stumps (including protruding roots and debris) to a depth of (12 inches below the surface of the original ground. Provide acceptable fill material, grade and compact holes or voids created by the removal of the stumps.
- 2.9 Disposal of Debris: Dispose of all debris and waste in compliance with all local, state and federal regulations. Debris may be stockpiled in the CFX right-of-way for a period of time determined by and with the written approval of the Director of Maintenance. With the approval of the Director of Maintenance, wood chips may be evenly distributed to a depth of no more than one inch in designated areas in CFX right-of-way.

- 2.10 Quality: Ensure the work site and adjacent properties are clean and free of trimmings, stumps, roots, logs or any other debris at all times.

END OF SECTION

Attachment 19
SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description: Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. Construct and maintain any necessary detour facilities. Provide necessary facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic in construction areas. Furnish and apply calcium chloride on the subgrade, unsurfaced base, or other unsurfaced traveled ways in order to control dust during construction operations. Provide any other special requirements for safe and expeditious movement of traffic as may be specified on the plans. The term, Maintenance of Traffic, includes all of such facilities, devices, and operations required for the safety and convenience of the public as well as for minimizing public nuisance.

102-1.1 Sections Not Requiring Traffic Maintenance: In general, do not maintain traffic over those portions of the Project where no work is to be accomplished or where construction operations will not affect existing roads. However, do not obstruct or create a hazard to any traffic during the performance of the Work, and repair any damage to existing pavement or facilities caused during the Work.

102-1.2 Detours Over Existing Roads and Streets: When CFX specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-1.3 Contractor's Responsibility: Maintain traffic starting the day work begins on the maintenance activity. Continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights. Provide an individual responsible for this review who is certified as an American Traffic Safety Services Association Certified Worksite Supervisor.

The Contractor shall remove all equipment and portable signs from the shoulder during non-construction operations. Such signs and equipment can be placed behind guardrail if available. Post-mounted signs shall be covered

102-2 Specific Requirements.

102-2.1 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities on asphalt. Keep the lanes reasonably free of dust, and, when necessary to accomplish this, sprinkle them with water, or apply some other dust palliative. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-2.2 Not Used

102-2.3 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Director of Maintenance.

Prior to interruption of traffic flow that will cause a temporary interruption to the local traffic flow, the Contractor shall submit to the Director of Maintenance at least two (2) weeks prior to anticipated stoppage, a schedule of the proposed stoppages. Upon approval, the Contractor shall notify all emergency services (police, rescue and fire) of the stoppages five (5) days in advance.

102-2.4 Law Enforcement Services: A uniformed law enforcement officer and marked vehicle shall be provided during all lane closure operations, during all nighttime operations.

Payment for off-duty law enforcement officers, if used, will not be paid separately but will be included in the lump sum price for maintenance of the roadway.

102-3 Traffic Control.

102-3.1 Standards: FHWA's MUTCD Part 6 is the minimum standard for Traffic Control for Highway Construction, Maintenance, and Utility Operations. Follow the basic principles and minimum standards contained in this manual for the design, application, installation, maintenance, and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits. Understand that the standards established in the aforementioned manual constitute the minimum requirements for normal conditions. The Director of Maintenance will require additional traffic control devices, warning devices, barriers, or other safety devices where unusual, complex, or particularly hazardous conditions exist. In case of conflict between MUTCD and Design Standards Index 600, the more stringent requirement shall prevail.

Reflectorize traffic cones used at night with cone collars meeting the following requirements:

(a) Use collars designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide white sheeting having a smooth outer surface and that essentially has the property of a retroreflector over its entire surface.

(b) For the retroreflective sheeting for the collars, meet the requirements of ASTM D 4956 Table 4, Type VI; excluding 0.1 degree observation angle and -4 degree, +30 degree entrance angles.

Provide three certified copies of test reports and certification from the manufacturer that the material furnished meets all requirements of (b) above. Use reflective collars for cones included on the Qualified Products List.

Reflective sheeting material for work zone barricades shall be Type III or IV, meeting requirements of Section 994. Reflective sheeting material for all work zone signs, both on and off the CFX system, shall be fluorescent orange Type VII meeting requirements of Section 994. Mesh signs shall not be used for work zone signs. Rollup sheeting (Type VI, 3M Diamond Grade Fluorescent Roll Up Sign Sheeting RS24 or equal) may be used in day or night operations not to exceed 24 hours and approval is given by the Director of Maintenance.

102-3.2 Traffic Control Devices, Warning Devices and Barriers:

102-3.2.1 Installation: Install and maintain adequate traffic control devices, warning devices and barriers to protect the traveling public and workers, and to safeguard the work area. Erect the required traffic control devices, warning devices and barriers to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing. Use only those devices that are included on the Qualified Products List (QPL). Use construction signs meeting the requirements of Section 700-2.5 and 700-5.5. Specific requirements for Maintenance of Traffic devices, additional to the requirements of this Section, are contained in the 600 series of the FDOT Design Standards. Immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.

All QPL approved safety devices must meet the requirements of National Cooperative Highway Research Report 350 (NCHRP 350) and current FHWA directives. Manufacturers seeking evaluation must furnish certified test reports showing that their product meets all test requirements set forth by NCHRP 350.

Notify the Director of Maintenance of any scheduled operation which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit his review of the plan for the proposed installation of traffic control devices, warning devices or barriers. Assign an employee the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract. Keep the Director of Maintenance advised at all times of the identification and means of contacting this employee on a 24-hour basis.

102-3.2.2 Maintenance of Devices and Barriers: Keep traffic control devices, warning devices, and barriers in the correct position, properly directed, clearly visible and clean, at all times. Immediately repair, replace or clean damaged, defaced or dirty devices or barriers and have the Director of Maintenance approve them for use.

102-3.2.3 Temporary Impact Attenuators: Furnish, install, maintain and subsequently remove temporary vehicular impact attenuators in accordance with the details and notes shown in the plans, and the FDOT Design Standards. Maintain the attenuators until their authorized removal. Repair all attachment scars to permanent structures and pavements after attenuator removal.

102-3.2.4 Flagger: Provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required in 102-3.1. The Worksite Traffic Supervisor or others as approved by CFX will provide training for flaggers using FDOT-approved training materials.

102-3.2.5 Existing Pavement Markings: Where a detour changes the lane use or where normal vehicle paths are altered during construction, remove all existing pavement markings that will conflict with the adjusted vehicle paths. Do not overpaint. Remove existing pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Grinding will not be permitted. Remove all pavement markings that will be in conflict with "next phase of operation" vehicle paths as described above, prior to opening to traffic.

102-3.2.6 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or its surety.

102-3.2.7 Portable Arrow Boards:

102-3.2.7.1 Scope: These Specifications expand the basic requirements that all portable arrow boards must meet the physical display and operational requirements as described in the MUTCD.

Manufacturers seeking approval of their arrow board shall provide CFX with a prototype unit to be evaluated in accordance with these Specifications and certify that the furnished unit meets all requirements specified herein.

102-3.2.7.2 Display Panel and Housing:

- (a) The display housing assembly shall be weather-tight to protect the panel from the elements.
- (b) All nuts, bolts, washers and other fasteners shall be of corrosion resistant material.
- (c) The display assembly shall be equipped with an automatic dimming operational mode capable of a minimum of 50% dimming and a separate manual dimmer switch.
- (d) The display panel background and frame for the display assembly shall be painted flat black and must meet Federal Specification TT-E-489.
- (e) Display panel and housing shall be designed and constructed to allow the unit to be operated in the displayed position at speeds of 30 mph. In the down position it shall be designed for speeds of 65 mph.
- (f) The display panel, when raised in the upright position, will have a minimum height of 7 feet from the bottom of the panel to the ground, in accordance with the MUTCD.
- (g) The unit shall have an accessible mechanism to easily raise and lower the display assembly. A locking device shall also be provided to ensure the display panel will remain in the raised or lowered position.

102-3.2.7.3 Arrow Board Matrix:

(a) The minimum legibility distance for various traffic conditions are based on the decision-sight distance concept. The minimum legibility distance is the distance at which the arrow panel message can be comprehended by a driver on a sunny day or a clear night. The arrow panel size that is needed to meet the legibility distance is listed as follows:

Type	Minimum Size	Number of Panel Lamps	Minimum Legibility Distance
B	30 by 60 inches	13	3/4 mile
C	48 by 96 inches	15	1 mile

For use on the state highway system, the Types "B" or "C" advance warning arrow boards may be used for low to intermediate (0 to 50 mph) facilities and for maintenance or moving operations on high-speed roadways. Type "C" arrow boards shall be used on high-speed (50 mph and up).

(b) Devices shall meet all arrow board displays identified in the MUTCD.

(c) The lamp lens should be 5 3/4 inches in diameter. Smaller lamp lens diameters are permissible only if they provide an equivalent or greater brightness indication and meet the legibility criteria in Section (a) of this Specification.

(d) The color of the light emitted shall be in accordance with the MUTCD.

(e) There shall be a 360 degree hood for close-up glare reduction.

(f) For solar powered arrow boards the bulbs shall provide a 350 candle power intensity for day use and an automatic reduction or dimming capacity for night use. The dimmed night operation shall provide adequate indication without excessive glare.

(g) The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute as required in the MUTCD.

(h) The minimum lamp "on time" shall be 50% for the flashing arrow and 25% for the sequential chevron.

102-3.2.7.4 Electrical System: For diesel engines the following shall apply:

(a) The power supply and electrical system shall be self-contained within the unit.

- (b) The engine shall have an electrical starting system.
- (c) The power source furnished shall be of sufficient size so as to provide the required maximum load energy plus 25%.
- (d) The electrical system shall meet the National Electrical Code where applicable.
- (e) A backup power system that shall operate the unit for a minimum of three hours automatically when the motor driven generator fails to operate.
- (f) The starting batteries and back-up power supply system batteries shall be automatically charged when the generator is operating.
- (g) The engine shall be supplied with an ammeter and the generator shall be supplied with a volt meter showing voltage to the sign assembly.

For solar powered units the following shall apply:

- (a) The unit shall provide automatic recharging of power supply batteries to normal operating levels.
- (b) Solar array recovery time shall be accomplished in a maximum of three hours.

102-3.2.7.5 Battery Life Test: The following shall apply to batteries:

- (a) The photovoltaic unit shall be able to operate from a full battery charge without sunlight for a period of not less than 21 days.
- (b) The battery shall be equipped with a controller to prevent overcharging and over-discharging. An external battery level indicator shall also be provided.
- (c) The battery, controller, and power panel shall be designed to be protected from the elements and vandalism.

102-3.2.7.6 Controller:

- (a) Controller and control panel shall be housed in a weather, dust, and vandal resistant lockable cabinet.
- (b) The controller shall be solid-state in design and function.

102-3.2.7.7 Support Chassis: The following shall apply:

(a) The support chassis shall be self-contained and self-supporting without the use of additional equipment or tools.

(b) Both trailer and truck mounted units are allowed.

(1) Trailer mounted unit:

(a) The sign, power supply unit and all support systems shall be mounted on a steel, wheeled trailer with a minimum capacity of 2,600 pounds.

(b) The trailer shall be equipped with class-A lights, using a plug adaptor.

(c) The trailer shall be equipped with adjustable outrigger leveling pads (screw-type), one on each of the four frame corners.

(d) The trailer shall be designed to be set up at the site with its own chassis and outriggers, without being hitched to a vehicle.

(e) The trailer shall be equipped with fenders over the tires and shall be made from heavy duty metal sufficient to allow a person to stand and operate or perform maintenance on the unit.

(f) The trailer shall meet all equipment specifications set forth in Chapter 316 of the Florida Statutes, and by such rule, regulation or code that may be adopted by the Department of Highway Safety and Motor Vehicles.

(2) Truck mounted unit:

(a) The truck-mounted assembly shall be designed to fit on a 2 ton or greater duty truck.

(b) The unit shall be self-contained with its own power supply, controls, raising and lowering device and shall be capable of being operated by one person.

(c) The unit shall be secured in the vehicle for normal operation.

102-3.2.7.8 Other Requirements:

(a) The portable arrow board assembly shall be designed to function in dry, wet, hot or cold weather (ambient temperature ranges from -30 to 165 degrees F.

- (b) The controller shall not be affected by mobile radio, or any other radio transmissions.
- (c) An operator's manual shall be furnished with each unit.
- (d) The manufacturer's name and FDOT approval number shall be affixed on the equipment.
- (e) The arrow board shall be listed on the Qualified Products List (QPL).

102-3.2.8 Portable Changeable Message Signs:

102-3.2.8.1 Scope. These Specifications expand the basic requirement that all Portable Changeable Message Signs (PCMS's) must meet the physical display and operational requirements as described in the MUTCD.

Manufacturers seeking approval for their PCMS shall provide CFX with a prototype unit to be evaluated in accordance with these Specifications and certify that the unit meets all requirements specified herein.

Permanent installations can be used but will be evaluated for each specific project or installation. These standards shall include but not be limited to the following:

102-3.2.8.2 Display Panel and Housing:

- (a) The display housing assembly shall be weather-tight to protect the panel from the elements.
- (b) All nuts, bolts, washers and other fasteners shall be of a corrosive resistant material.
- (c) The message matrix panel background and frame for the changeable message assembly shall be painted flat black (must meet Federal Specification TT-E-489).
- (d) Servicing of all message matrix panel components shall be accomplished from the front of the message matrix panel.
- (e) Each message matrix panel shall provide a glare screen for each message line to aid against sun glare for non-reflecting type signs.
- (f) The display panel, when raised in the upright position, will have a minimum height of 7 feet from the bottom of the panel to the ground.
- (g) The unit shall have an accessible mechanism to easily raise and lower the display assembly. A locking device shall also be provided to ensure the display panel will remain in the raised or lowered position.

102-3.2.8.3 Message Matrix:

- (a) The overall dimensions of the message matrix panel shall be a maximum height of 7 feet by a width of 10 feet.
- (b) The message matrix panel shall contain three separate lines. Each line shall consist of eight characters, equally spaced a minimum of 3 inches. Each character shall contain 35 pixels in a five by seven horizontal to vertical grid arrangement.
- (c) Each message line shall provide for a nominal 18 inch character height.
- (d) For flip disk matrix signs, the disk elements shall be coated on the display side with a highly reflective florescent yellow Mylar material, and on the back with a flat black to blend in with the flat black background.
- (e) Similar components shall be interchangeable.

102-3.2.8.4 Electrical System: For diesel engines the following shall apply:

- (a) The power supply and electrical system shall be self contained within the unit.
- (b) The power source furnished shall be of sufficient size so as to provide the required maximum load energy plus 25%.
- (c) The electrical system shall meet the National Electrical Code where applicable.
- (d) A lightning protection device shall be provided for stationary equipment.
- (e) The engine shall have an electrical starting system.
- (f) A backup power system shall be provided that will operate the unit for a minimum of three hours automatically when the motor driven generator fails to operate.
- (g) An automatic charging system to recharge the starting and backup power supply batteries, when the generator is operating.
- (h) The engine shall be supplied with an ammeter and the generator shall be supplied with a volt meter showing voltage to the sign assembly.

For solar powered units the following shall apply:

- (a) The photovoltaic unit shall be designed to provide 21 days of continuous operation without sunlight with a minimum of on site maintenance.

(b) Automatic recharging of power supply batteries shall be provided.

102-3.2.8.5 Battery Life Test:

(a) The battery shall be equipped with a battery controller to prevent overcharging and over-discharging. An external battery level indicator shall be provided.

(b) The battery, controller, and power panel shall be designed to be protected from the elements and vandalism.

102-3.2.8.6 Controller:

(a) Controller and control panel shall be housed in a weather, dust, and vandal proof lockable cabinet.

(b) The keyboard shall be equipped with a security lockout feature to prevent unauthorized use of the controller.

(c) The controller shall be solid state in design and function.

(d) The control panel shall display a representative message that will be displayed on the sign panel.

(e) The flash rate shall be adjustable in the sign controller from one to ten seconds.

102-3.2.8.7 Operation and Performance:

(a) The message shall be displayed in upper case except when lower case is project specific and is allowed by the MUTCD.

(b) The message matrix panel shall be visible from 2 mile and legible from a distance of 900 feet under both day and night conditions. Under variable light level conditions the sign shall automatically adjust its light source so as to meet the 900 feet visibility requirement.

(c) The control panel shall have the capability to store a minimum 50 pre-programmed messages.

(d) The controller in the control panel shall be able to remember messages during non-powered conditions.

(e) The controller shall allow the operator to generate additional messages on site via the keyboard.

(f) For a PCMS using Flip-Disk technology, the controller shall have the capability to provide a stipulated default message upon loss of controller function.

(g) All messages shall be flashed or sequenced. In the sequence mode, the controller shall have the capability to sequence three line messages during one cycle.

102-3.2.8.8 Use of Orange Vests: Contractor shall provide its personnel with orange vests and require that these vests be worn whenever the workers are within 15 feet of the edge of the travelway. Workers operating machinery or equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets. Contractor personnel shall wear reflective orange vest during nighttime operations. Replace faded vests.

102-3.3 Work Zone Pavement Markings:

102-3.3.1 Description: Furnish and install Work Zone Pavement Markings for maintenance of traffic in construction areas and in close conformity with the lines and details shown on the plans. Measure the reflectivity of white and yellow stripes using a Mirolux 12 retroreflectometer, Delta LTL-X or LTL 2000, Advanced Retro Technology AR Stripemaster, or equal approved by the State Materials Office. Reflectivity shall be at least 250 mcd/lx*m² for yellow and 300 mcd/lx*m² for white when installed. Re-stripe anytime the reflectivity falls below 150 mcd/lx*m². Compensation for re-striping will be at the Contract unit price for the appropriate material when the material used appears on the Qualified Products List (QPL) and is properly installed. The pavement marking materials shall not contain any lead or chromium compounds. Manufacturers seeking product approval shall furnish certified test reports showing the Work Zone Pavement Marking material meets the requirements of this Section.

Centerlines, lane lines, edgelines, stop bars and turn arrows in work zones will be required in accordance with Section 6D of the MUTCD with the following additions:

(a) Install edgelines when a paved shoulder 4 feet or greater in width exists along the edge of a lane.

(b) Place edgelines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.

(c) Apply Work Zone Pavement Markings, including arrows and messages determined by the Director of Maintenance to be required for safe operation of the facility, prior to the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day prior to placing the Work Zone Pavement Markings.

(d) Work Zone Pavement Markings will be designated in the plans or by the Director of Maintenance as removable or non-removable.

Work Zone Raised Pavement Markers (WZRPMs) may be used in lieu of Temporary Tape in accordance with 102-3.3.2.3.

Removable Work Zone Pavement Markings consists of materials that can be taken up by hand. An example of this category of markings is plastic film (Tape), or Work Zone Raised Pavement Markers (WZRPM's).

Non-Removable Work Zone Pavement Markings consists of markings that are not classified as removable.

Use of Removable or Non-Removable Work Zone Pavement Markings shall be as follows:

Application	Category
Finish Pavement*	
All stripes representing final pavement markings	Non-Removable
All stripes in an area where the traffic pattern will be altered prior to project acceptance	Removable
Intermediate Pavement Course	
All stripes in pavement areas that will be covered with a subsequent course of pavement prior to altering of the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to placing of the subsequent paving course within such area.	Removable
Existing Pavement	
All stripes that will be removed or overlaid with new pavement prior to altering the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to removal or overlaying of such area.	Removable
*Place striping representing final markings in the permanent location unless excepted in writing by the Director of Maintenance.	

Removable Pavement Markings may be substituted for Non-Removable Pavement Markings. When substitution is made, payment will be made under the Bid Item, Non-Removable Pavement Marking.

102-3.3.2 Materials:

102-3.3.2.1 Paint and Glass Beads: Meet the application requirements of Section 710, and the material requirements of Section 971.

102-3.3.2.2 Preformed Non-Removable Pavement Marking Film (Tape): Conform to the application requirements of the Plans and the material requirements of Section 971.

102-3.3.2.3 Work Zone Raised Pavement Markers: Work Zone Raised Pavement Markers (WZRPMs) are RPMs intended for use in work zones as an alternate to other line markings. Use tape in all transition areas in addition to the RPMs. WZRPMs shall be referred to as class "D" or class "E" Markers. Apply all markers in accordance with FDOT Design Standards, Index No. 600.

Class A, B, and flexible E markers may be used in lieu of Class D Markers. Class E markers will only be allowed for use in areas for five continuous days or less.

Use colorless reflectors to replace white lines and amber reflectors to replace yellow lines. Space markers at 30 inch centers for lane lines and 5 foot centers for edgelines.

To provide contrast, place five black Work Zone Raised Pavement Markers (WZRPMs) immediately after the five colorless reflective markers on asphalt pavement five years or older and all concrete pavement. Black Work Zone Raised Pavement Markers (WZRPMs) will not be required with amber markers.

Ensure that Work Zone Raised Pavement Markers (WZRPMs) are certified as meeting the following except for Class E markers as noted below:

(1) Composition: Use markers made of plastic, ceramic or other durable materials. Markers with studs or mechanical attachments will not be allowed.

(2) Dimensions: Marker minimum and maximum surface dimensions is based on an x and y axis where the y dimension is the axis parallel to the centerline and the x axis is 90 degrees to y. Class E markers shall be 4 inch (W) by 2 inch (H) by 1 inch (D).

The x and y dimension of Class D markers shall be a maximum of 5 inches. The x dimension shall be a minimum of 4 inches and the minimum y dimension will be 2.25 inches.

Ensure that the maximum installed height of Class D markers is 1 inch. Ensure that the maximum installed height of Class E markers is 2 inches. Use Class D markers having a minimum reflective face surface of 0.35 in². Use Class E markers having a minimum reflective surface area of 1 in².

Ensure that after installation, the marker's reflective face is completely visible and above the pavement surface measured from a line even with the pavement perpendicular to the face of the marker.

(3) Optical Performance: Ensure that the specific intensity of each white reflecting surface at 0.2 degrees observation angle is at least the following when the incident light is parallel to the base of the marker:

Horizontal Entrance Angle	Specific Intensity
0 degrees	3
20 degrees	1.2

For yellow reflectors, the specific intensity shall be 60% of the value for white. For red reflectors, the specific intensity shall be 25% of the value for white. Reflectivity of all (WZRPMs) shall not be less than 1.0 Specific Intensity (SI) any time after installation.

(4) Strength requirements: Markers shall support a load of 5,000 pounds. Three markers per lot or shipment will be randomly selected for a test.

Position the marker base down between the flat parallel platens of a compression testing machine. Place on top of the marker a flat piece of 65 durometer rubber 6 by 6 by 0.375 inch centered on the marker. Apply the compressive load through the rubber to the top of the marker at a rate of 0.2 in/s.

Either cracking or significant deformation of the marker at any load less than 5,000 pounds will constitute failure.

(5) Adhesion: Use bituminous or other adhesive materials recommended by the marker manufacturer for bonding the markers to the pavement. The adhesive used shall be one of the products included on the Qualified Products List.

(6) Removability: Ensure that the pavement marker is removable from asphalt pavement and portland cement concrete pavement intact or in substantially large pieces, either manually or by mechanical devices at temperatures above 40 degrees F, and without the use of heat, grinding or blasting.

(7) Replacement Requirements: Replace markers any time after installation when more than two markers in a skip, or more than three consecutive markers on an edgeline are missing at no expense to CFX. Replace all failed markers in a timely manner as directed by the Director of Maintenance.

102-3.3.2.4 Preformed Wet Retroreflective Removable Pavement Markings:

The preformed markings shall consist of white or yellow retroreflective film on a conformable backing.

The quality of the material shall be such that the performance requirements for the marking shall be met.

The markings shall be precoated with a pressure sensitive adhesive and shall be capable of being adhered to asphalt concrete or Portland cement concrete at temperatures as low as 50 degrees F in accordance with the manufacturer's recommendations. A surface preparation adhesive shall be used for all applications to improve initial and long term adhesion.

When stored in a cool dry area indoors, the materials shall be suitable for use for one year after the date of purchase.

The removable retroreflective striping tape shall be designed and constructed in such a manner that it can be readily removed when the markings are no longer applicable. The tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large pieces.

The removable, preformed, retroreflective pavement markings shall consist of a highly reflective, enclosed lens white or yellow film with a thin, flexible, conformable backing which is precoated with a pressure sensitive adhesive.

The enclosed lens white and yellow films shall have the following initial minimum reflectance values under dry and wet conditions at 1.05° observation angle and 88.76° entrance angle. These angles represent a simulated driver viewing geometry at 30 meters distance. The photometric quantity to be measured shall be the coefficient of retroreflected luminance (R_L), and shall be expressed as millicandelas per square foot per foot candle [$(\text{mcd}/\text{ft}^2)/\text{fc}^{-1}$]. Values measured under dry conditions will be in accordance with the testing procedure of ASTM D 4061. Values measured under wet conditions will be in accordance with the testing procedure of ASTM E 1710 using a portable retroreflectometer capable of measuring at 30 meters geometry. As per CEN Standard EN 1436 Annex B.6, the wet test condition is created using clean water poured from a bucket of approximately 10 liters capacity from a height of approximately 0.5 m above the surface. Water is poured evenly along the test surface so that the measuring field and its surrounding area is momentarily flooded by a crest of water. The coefficient of retroreflected luminance (R_L) in condition of wetness shall be measured under the test condition one (1) minute after the water has been poured.

Visually, the reflective performance shall be similar whether the material is dry or wet.

The angular aperture of both the photoreceptor and light projector shall be 6 minutes of arc. The reference center shall be the geometric center of the sample and the reference axis shall be taken perpendicular to the test sample.

	White	Yellow
Entrance Angle	88.76°	88.76°
Observation Angle	1.05°	1.05°
Retroreflected Luminance $R_L[(\text{mcd}/\text{ft}^2)/\text{fc}^{-1}]$	750	450

The manufacturer shall be required to demonstrate that the properly applied pavement marking adheres to the roadway under climatic and traffic conditions normally encountered in the construction work zone.

The marking film shall be removable from asphalt concrete and Portland cement concrete intact or in large pieces, at temperatures above freezing without the use of heat, solvents, grinding or blasting without permanently scarring the roadway surface.

The surface of the markings when new provides an average skid resistance value of 50 BPN when tested according to ASTM E 303.

Pavement markings in construction work zones shall be placed in accordance with the following provisions:

At the end of each day's work, pavement markings shall be in place on each paving lift that is open to normal traffic flow. Materials requiring removal shall be specified above, and marking configurations shall be in accordance with the Manual on Uniform Traffic Control Devices.

The pavement markings shall be maintained and replaced by the Contractor without additional compensation until they have served their purpose, at which time the Contractor shall remove them.

Pavement markings shall be applied to clean, dry surfaces in accordance with the manufacturer's installation instructions or a method approved by the Director of Maintenance.

102-3.3.3 Certification: Furnish the Director of Maintenance certified test reports showing the work zone pavement marking material and adhesive supplied meets the applicable specification. Each certification shall cover only one type. Due to the wide range of application of the products within some types, the certification shall state that the product is recommended for that specific project location, and specific use.

102-3.4 Temporary Glare Screen:

102-3.4.1 General: Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the Plans.

102-3.4.2 Design and Installation: Meet the following requirements:

(a) Glare screen units shall be manufactured in lengths such that when installed the joint between barrier sections will not be spanned by any one modular unit. Color shall be green, similar to Federal Color Standard 595-34227.

(b) Blades, rails and/or posts shall be manufactured from polyethylene, fiberglass, plastic, polyester or polystyrene, and be ultraviolet stabilized and inert to all normal atmospheric conditions and temperature ranges found in Florida.

(c) For paddle type designs, the blade width shall not be less than 6 inches, nor more than 9 inches. Blades or screen for individual or modular systems shall be 24 to 30 inches high and capable of being locked down at an angle and spacing to provide a cut-off angle not less than 20 degrees.

(d) For glare screen mounted on temporary barrier wall, a strip (6 by 12 inches) of reflective sheeting as specified in 994-2 shall be placed on a panel, centered in each barrier section (at a spacing not to exceed 15 feet and positioned in such a manner as to permit total right angle observation by parallel traffic. When glare screen is utilized on temporary concrete barriers, warning lights will not be required.

(e) Anchorage of the glare screen to the concrete barrier shall be capable of safely resisting an equivalent tensile load of 600 lb/ft of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

(f) Prior to approval an impact test shall be performed by the manufacturer to verify the safety performance of the proposed system. The minimum impact strength of the posts, blades, rail and the barrier attachment design shall be sufficient to prevent the unit from separating from the barrier when impacted by a 3 inch outside diameter steel pipe traveling at 30 mph and impacting mid-height on the glare screen assembly.

(g) All hardware shall be galvanized in accordance with ASTM A 123 or stainless steel in accordance with AISI 302/305.

102-3.4.3 Certification: Furnish certified test reports including all applicable test methods stating that the materials comply with the requirements of this specification.

102-3.4.4 Qualified Products List (QPL): Manufactured glare screen systems may be modular or individual units listed on the Qualified Products List. A field impact test may be required by the Manufacturer to verify continual compliance with these Specifications.

102-3.5 Work Zone Signs: Work Zone Sign Panels include all Warning and Temporary Regulatory Signs, as identified in the MUTCD and the FDOT Design Standards, Index 600. Obtain manufacturer certification that the Work Zone signs meet the requirements of the FDOT Design Standards, MUTCD, and this Section. Provide signing in accordance with the FDOT Design Standards, unless otherwise shown in the plans.

102-3.5.1 Temporary Regulatory Signs: Provide signs with dimensions of 4 foot by 4 foot. For all other facilities, provide signs having minimum dimensions of 2 foot by 2.5 foot.

102-3.6 Truck Mounted Attenuators: Use Truck Mounted Attenuators (TMA), when called for in the Design Standards. Use truck mounted attenuator systems designed and constructed to slow impacting vehicles, and dissipate the vehicle's kinetic energy and bring the errant vehicle to a safe and controlled stop. Use systems designed and constructed for installation at the rear of trucks with a Gross Vehicular Weight of 15,000 pounds (actual weight) or more meeting the requirements of the manufacturer of the TMA. If adding supplemental weight to the vehicles as ballast is necessary, use only dry loose sand.

The TMA will provide a safety device between approaching vehicular traffic and the work zone when properly attached. Use like new units that are in current production, or updates of existing models as approved by CFX.

Use truck mounted attenuators rated at 45 mph or 60 mph design speeds. Base utilization of TMAs on the posted speed limit. Restrict a TMA rated for 45 mph to use on roadways with posted speed limits of 45 mph or less and prohibit from use on freeways. A TMA rated for 60 mph may be utilized on all freeways or roadways with posted speed limits greater than 45 mph.

Equip the TMA cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Ensure that the complete unit is painted DOT yellow (Fed. Std. 595 b, No. 13538). Stripe the rear facing of the cartridge in the operating position with the alternating 6 inch white and 6 inch safety orange 45 degree striping to form an inverted "V" at the center of the unit and slope down and toward the outside of the unit, in both directions from the center. The bottom of the cartridge shall have the same pattern, covering the entire bottom, with 6 inch white and 6 inch safety orange stripes. Use Type III reflectorized sheeting for striping.

Obtain certified test reports from the TMA manufacturer showing the attenuator meets all requirements set by the National Cooperative Highway Research Program, Report 350. Certification shall include drawings and calculations signed and sealed by a Professional

Engineer registered in the State of Florida for each model. Limit TMAs to those items listed on the Qualified Products List.

The trucks and truck mounted impact attenuators will not be paid for separately, but will be included in the lump sum cost of maintenance of the roadway.

102-4 Detours.

102-4.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

102-4.2 Standards of Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where the Plans call for CFX to furnish detour bridge components, construct the pile bents in accordance with the FDOT Structures Design Office Standard Drawings, Index No. 300 and 301, unless otherwise authorized by the Director of Maintenance.

Submit a letter with the following: company name, phone number, office address, project contact person, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Director of Maintenance at least 30 calendar days prior to the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt of letter, the Director of Maintenance will, within ten calendar days provide an approved material list to the Contractor and the appropriate CFX storage site. Provide a letter with an original company seal, identifying the representative with authority to pick up components, to the Director of Maintenance at least ten calendar days prior to the proposed pick-up date. CFX is not obligated to load the bridge components without this notice. At the time of issuance the Contractor's representative shall sign for each item loaded.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Director of Maintenance in writing at least ten calendar days prior to returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components.

The Contractor shall provide a crane and an operator at the storage facility to load and unload the bridge components and furnish all other labor and equipment required for loading and unloading the components.

The Director of Maintenance will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The Tickets must be signed by the Director of Maintenance and Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. Repack components that are not packed in compliance with these instructions.

Assume responsibility for any shortage or damage to the bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Contractor shall furnish a pneumatic floor scabblers machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 ft³ /minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Perform scabbling when determined necessary by the Director of Maintenance.

Return the bridge components to the designated storage facility beginning no later than ten calendar days after the date the detour bridge is no longer needed, or the date the new bridge is placed in service, whichever is earlier. Return the detour bridging at an average of not less than 200 feet per week.

102-4.3 Materials: Provide all materials for the construction and maintenance of all detours, except that, where the plans call for CFX to provide borrow or other material pits, the Director of Maintenance will allow the Contractor to obtain material from these pits for the detour. CFX will make no separate payment for materials used from these pits to construct detours.

102-4.4 Construction Methods: Do not apply the requirements of the Standard Specifications pertaining to construction and material details to detour construction. Select and use construction methods and materials that shall provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-4.5 Removal of Detours: Remove temporary detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for materials which might be on loan from CFX with the stipulation that they be returned.

102-5 Calcium Chloride for Dust Control.

102-5.1 General: The Director of Maintenance will direct the locations and the time of using calcium chloride for dust control.

102-5.2 Equipment: Apply the calcium chloride using any spreader capable of such adjustment and control that the quantity of calcium chloride applied in any 25 foot length of road does not vary more than 10% from the quantity intended for that length. Do not use rotary-type spreaders,

as they are not considered capable of proper control. Use equipment to apply water that is capable of applying the water uniformly within the limitations of moisture required.

102-5.3 Application:

102-5.3.1 Weather Limitations: Even if previously ordered by the Director of Maintenance, do not treat surfaces when raining or when the moisture condition exceeds that for proper application of the calcium chloride as determined by the Director of Maintenance.

102-5.3.2 Preparation for Treatment: Level the subgrade, base materials, or other surface to be treated to a smooth grade and crown or shape the surface to effect adequate drainage. When so directed, moisten the surface prior to application of the material.

102-5.3.3 Rate of Application: The Director of Maintenance will specify the actual rate at which to uniformly spread the material. Apply the flakes at a rate between 1.0 and 1.25 lbs/sq.yd. of surface, and pellets at a rate between 0.80 and 1.0 lb/sq. yd.

102-5.3.4 Subsequent Applications: If subsequent applications are required over a previously treated area which has previously been treated, make such applications at a rate of approximately 0.75 lb/sq. yd. for flakes and 0.6 lb/sq. yd. for pellets.

102-5.3.5 Protection from Traffic: Do not allow traffic on the treated surface until two hours after application.

102-6 Materials for Driveway Maintenance.

102-6.1 General: Place material in driveways to residences and businesses to provide safe, stable, and reasonable access.

102-6.2 Materials: Provide material of the type typically used for base and having stability and drainage properties that will provide a firm surface under wet conditions.

102-6.3 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

END OF SECTION

Attachment 20

**SECTION 561
COATING EXISTING STRUCTURAL STEEL**

561-1 Description.

Coat existing structural steel in accordance with the requirements of this Section by removing and replacing the existing coating or overcoating the existing coating as stated in the Contract Documents.

561-2 Materials.

561-2.1 Coating Systems: For removal and replacement systems, use coating products and systems meeting the requirements of Section 975 and are listed on the Department's Approved Product List (APL).

For overcoating systems, use products and systems as designated in the Contract Documents. Submit product data sheets and product Material Safety Data Sheets (MSDS), or in lieu of MSDS, submit test reports showing percent weight compositional analysis, Chemical Abstract Number, American Conference of Governmental Industrial Hygienists (ACGIH) time weighted average and ceiling exposure limits for all components, and lower and upper explosive limits, flash point, boiling point, amount of volatile organic compounds by weight, and specific gravity for each component of the coating system.

561-2.2 Thinners, Solvents and Cleaners: Meet the requirements of 560-2.2. In addition, for overcoating systems, use thinners, solvents, and cleaners that do not damage the existing coating system.

561-2.3 Caulking: Meet the requirements of 560-2.3.

561-2.4 Soluble Salts Test Kit: Meet the requirements of 560-2.4.

561-2.5 Abrasives: Meet the requirements of 560-2.5.

561-2.6 Rust Preventative Compound: Meet the requirements of 560-2.6.

561-2.7 Storage: Meet the requirements of 560-2.7.

561-3 Equipment.

561-3.1 Compressed Air: Meet the requirements of 560-3.1.

561-3.2 Abrasive Blasting System: Meet the requirements of 560-3.2.

561-3.3 Coating Application System: Meet the requirements of 560-3.3.

561-4 Quality Control (QC).

561-4.1 Field Preparation and Application: Provide a current Corporate Q C Plan approved by SSPC under the SSPC QP1 and SSPC QP2 certifications as appropriate and a site specific Coating Plan to the Engineer at least 14 calendar days prior to beginning coatings work. Do not begin coatings work until the site specific Coating Plan has been approved by the Engineer.

Prepare a traffic control plan for each phase of construction activities signed and sealed by the Contractor's Engineer of Record in accordance with the Roadway Plans Preparation Manual. Do not begin work until the traffic control plan is approved by the Engineer. Maintain traffic in accordance with Section 102.

For work over navigable waters, submit a work plan to the United States Coast Guard including any scheduled restrictions to navigation channels or marine traffic. Obtain Coast Guard approval at least 30 days in advance of any restrictions.

561-4.2 Inspection: Meet the requirements of 560-5.3.

561-5 Qualifications.

561-5.1 Field Contractor: Meet the requirements of 560-6.2.

561-5.2 Quality Control (QC) Inspectors: Meet the requirements of 560-6.3.

561-5.3 Certifications: Meet the requirements of 560-6.4.

561-6 Surface Preparation.

561-6.1 General: When portions of the existing coating are designated in the Contract Documents to be removed and replaced, clean, wash, test and remove soluble salts, and abrasive blast or hand and power tool clean to remove all existing coating and corrosion in the intended locations. Feather back the edges of all existing coating to remain a minimum of 3 inches around the area of existing coating removed to provide a smooth transition. Verify the edges of the existing coating are intact by probing with a dull putty knife in accordance with SSPC SP 2. Roughen the existing coating in the feathered area to ensure proper adhesion of the new coating. Notify the Engineer immediately when any structural steel appears to be defective.

When the existing coating is to remain, clean, wash, and test and remove soluble salts.

Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. In the event that any rusting or contamination occurs after the completion of the surface preparation, prepare the surfaces again to the initial requirements. Perform surface preparation work only when the temperature of the steel surface is at least 5°F above the dew point temperature.

561-6.2 Mechanical Removal of Surface Defects: Meet the requirements of 560-7.2. In addition, remove all pack rust prior to solvent cleaning.

561-6.3 Cleaning: Meet the requirements of 560-7.3.

561-6.4 Washing: Meet the requirements of 560-7.4.

561-6.5 Soluble Salts Detection and Removal: Meet the requirements of 560-7.5 except test five random locations in the first 1000 square feet and one random location for each subsequent 1000 square feet.

561-6.6 Abrasive Blast Cleaning: Meet the requirements of 560-7.6.

561-6.7 Hand and Power Tool Cleaning: Prepare steel by power and hand tool cleaning as defined in SSPC SP 11, SSPC SP 3, and SSPC SP 2 as stated in the Contract Documents. Use SSPC VIS 3 as an aid in establishing cleanliness.

561-7 Surfaces Not to be Coated.

561-7.1 Galvanized Surfaces: Meet the requirements of 560-8.1.

561-7.2 Machine Finished Surfaces: Meet the requirements of 560-8.4.

561-8 Application.

561-8.1 General: Apply a complete coating system to all structural steel surfaces except surfaces indicated in 561-7.

Prior to the application of any coating, inspect the substrate for contamination and defects, and prepare the surface in accordance with 561-6 before application of the next coat.

Apply each coat including a stripe coat in a color that contrasts with the substrate or preceding coat. For exterior surfaces, apply a finish coat color meeting FED-STD-595, Shade 36622, unless otherwise specified in the Contract Documents.

561-8.2 Weather and Temperature Limitations: Meet the requirements of 560-9.2.

561-8.3 Sealing Using Caulk: Meet the requirements of 560-9.3.

561-8.4 Protection of Adjacent Surfaces: Meet the requirements of 560-9.4.

561-8.5 Mixing and Thinning: Meet the requirements of 560-9.5.

561-8.6 Application Methods: Meet the requirements of 560-9.6.

561-8.7 Stripe Coating: Meet the requirements of 560-9.7.

561-8.8 Thickness of Coats: Meet the requirements of 560-9.8.

561-8.9 Coating Drying, and Curing: Apply coatings within the time specified by the coating manufacturer's product data sheet for drying and recoating. Before handling, test for cure in accordance with the manufacturer's recommended method. Meet the requirements of ASTM D5402 for organic zinc primers when the manufacturer's technical data sheet does not state a specified cure test. Obtain the acceptance criteria from the coating manufacturer and report the results to the Engineer.

561-8.10 Coating Finish: Meet the requirements of 560-9.10.

561-9 Touchup and Repair.

Clean and coat all welds, rivets, bolts, and all damaged or defective coating and rusted areas in accordance with 561-6 and 561-8. Upon approval by the Engineer, aluminum mastic may be used in accordance with the manufacturer's recommendations. Aluminum mastic must contain aluminum pigment and minimum 80% volume solids.

561-10 Protection of the Environment, Public, and Workers.

561-10.1 General: Establish plans and programs to protect the environment, public, contractor employees, other workers, and property from overspray, exposure to toxic heavy metals and the release and emission of hazardous materials and nuisance dusts. Include in such plans and programs a procedure for the receipt, processing, evaluation and timely written response for claims by the public for damage resulting from the foregoing work. Provide the Department with copies of any written response which denies such damage claims. Conduct all coating application and removal operations in compliance with EPA, OSHA, and other applicable Federal, State and local regulations. Provide a contingency plan for the remediation of water and land in the event of contamination by solid or liquid paint and contaminated water.

561-10.2 Environmental Protection: Prepare and submit to the Engineer, plans and programs for the protection of the environment and public based on the applicable EPA requirements, the requirements of this Section, and the Contract Documents. Include plans and programs for the protection of the air, soil/ground, and water.

561-10.2.1 Pollution Control: Submit a written pollution control and monitoring plan at the preconstruction meeting or as directed by the Engineer which clearly describes the means for complying with all Local, State and Federal regulations including pollution control provisions specified herein. The written plan must be in accordance with SSPC Project Design: Industrial Lead Paint Removal Handbook, Volume II, Phase 6, Environmental Monitoring, and specifically include, but not be limited to, providing a scaled map of the work site layout showing the proposed number and location of soil sampling, Total Suspended Particulate (TSP) monitoring sites, waste storage areas, staging areas, temporary waste storage areas, and ambient air and personnel sampling frequency.

Comply with all applicable Federal, State, and Local rules and regulations. Immediately cease all operations in the event a violation of any environmental regulation or a failure to properly execute any pollution control provisions occurs. Resume operations after written proposed corrective procedures have been submitted to and approved by the Engineer and implemented.

561-10.2.2 Permits: Submit all required permits from all applicable regulatory agencies to the Engineer prior to the commencement of any work. Seek permit determination from these regulatory agencies to avoid any potential permit non-compliance issues during work activities. The Contractor is responsible for all liability resulting from non-compliance with pertinent rules and regulations including permit requirements.

561-10.2.3 Ambient Air Quality Compliance and Protection of the Air:

561-10.2.3.1 Visible Emissions: Assess the visible emissions using EPA Method 22, Timing of Emissions as defined by 40 CFR 60, Appendix A, Standards of Performance for New Stationary Sources. During abrasive blasting, do not allow visible emissions from a containment to exceed a random cumulative duration of more than one percent of the workday (SSPC Guide 6, Level 1 Emissions). During pressurized water cleaning, do not allow visible emissions from a containment to exceed a random cumulative duration of more than ten percent of the workday (SSPC Guide 6, Level 3 Emissions).

561-10.2.3.2 Total Suspended Particulate (TSP) Matter: Control emissions from the containment area to prevent exceeding the TSP lead of $1.5 \mu\text{g}/\text{m}^3$ over a 90 day period, or the daily and adjusted daily allowances of SSPC-TU 7. Conduct TSP Lead monitoring in accordance with 40 CFR 50, Appendix B, Reference Method for Determination of TSP Matter in the Atmosphere (high volume sampler required), and 40 CFR 50, Appendix G, Reference Method for Determination of TSP Matter Collected from Ambient Air. Position the TSP lead monitoring equipment in general accordance with 40 CFR 58, Ambient Air Quality Surveillance.

When lead is present in the coating, perform TSP Lead background monitoring for a period of 3 days prior to the beginning of abrasive blast cleaning operations. Submit the results from background monitoring and the first week of monitoring during abrasive blast cleaning to the Engineer for review within 5 calendar days after the first week of work. Continue monitoring unless otherwise directed by the Engineer.

561-10.2.3.3 Regulated Area: Establish a regulated area around the work site to prohibit unauthorized persons from areas where exposure to hazardous airborne metals may exceed the following action levels:

Airborne Metals	Action Level
Lead	$30 \mu\text{g}/\text{m}^3$
Cadmium	$2.5 \mu\text{g}/\text{m}^3$
Arsenic	$5 \mu\text{g}/\text{m}^3$
Hexavalent Chromium (Cr^{6+})	$2.5 \mu\text{g}/\text{m}^3$

Conduct monitoring in accordance with the National Institute for Occupational Safety and Health (NIOSH) procedures upon initiation of dust producing operations and submit the test results to the Engineer within 72 hours of sampling. Report sample results as eight-hour Time Weighted Averages (TWA). Reestablish the regulated area and perform additional sampling when the results exceed the action levels or when directed by the

Engineer. Document all pertinent data in a field logbook. Position air-sampling pumps around the project perimeter where the public or personnel can approach the work area. Place sampler inlets at breathing height. Clearly mark the regulated area by the use of warning signs, rope, barrier tape, or temporary construction fencing.

561-10.2.4 Soil/Ground Quality: Inspect the ground beneath and in proximity to the structure in the presence of the Engineer for visible paint chips to establish an initial job site cleanliness standard. When heavy metals are in the existing coatings, test soil samples prior to the beginning of operations and after project completion for heavy metals. Document the number and specific locations where the initial samples are taken as outlined in the SSPC Project Design-Industrial Lead Paint Removal Handbook, Volume 2 to ensure the post samples are collected from the same locations. Submit all samples to the Engineer for review. If the project activities increase the heavy metal content in soil to more than 20% above the pre-job geometric mean or 100% at any one location, return the site to the pre-job levels. Conduct additional soil testing as necessary to determine the extent of contamination.

For structures less than 14 feet minimum height, take one sample north, south, east, and west (where soil is present) of the structure. If the structure is longer than 14 feet, take one additional sample for every 14 feet in length.

For structures greater than 14 feet minimum height, take two samples north, south, east, and west (where soil is present) of the structure. Locate the inner row of samples within 14 feet of the structure. Locate the outer row of samples at a distance equal to the height of the structure. If the structure is longer than 14 feet, take one additional sample for every 14 feet in length.

In addition, submit a pre- and post- soil sampling plan for storage areas identifying the sample location, depth, analyses list, lab certification, and turnaround time. Once approved by the Engineer, submit sampling results along with a scaled drawing indicating designated sample locations.

561-10.2.5 Water Quality: Do not release, discharge or otherwise cause hazardous materials, debris, waste, or paint chips to enter the water. Protect against releases due to rain and methods of surface preparation from reaching rivers, streams, lakes, storm drains, or other bodies of water.

561-10.3 Containment System: Submit a written containment system design plan in accordance with this section and the contract documents at the pre-construction conference or as directed by the Engineer which clearly describes the proposed containment system applicable to the intended removal method and in accordance with the requirements outlined herein and SSPC Guide 6, Guide for Containing Debris Generated During Paint Removal Activities. Ensure the plan includes, but is not limited to, removal method; methods for collecting debris; and containment enclosure components. Use fire retardant materials. Provide containment drawings, calculations, assumptions, ventilation criteria if applicable, and a structural analysis that verifies the existing structure can withstand the additional dead, live and wind loads imposed by the containment system, signed and sealed by a Specialty Engineer. However, for more complex structures incorporating cables stayed, suspension, or truss designs, the analysis must be performed by the Contractor's Engineer of Record qualified in Type Work Category 4.3, Complex Bridge Design. Provide a contingency plan addressing natural weather events such as tropical storms and hurricanes. Ensure the lighting inside the containment is in accordance with SSPC Guide 12, Guide for Illumination of Industrial Painting Projects. Provide lighting to a minimum intensity of 10 ft-cd for general, 20 ft-cd for work, and 50 ft-cd for inspection. All

drawings and calculations must be submitted and accepted before any work begins. Include a clear description of the ventilation system components and information including the fan curve and design point on the proposed dust collector. Design to provide ventilation according to the notes provided in SSPC Guide 6: 100 feet per minute for cross draft and 50-60 feet per minute for downdraft.

Isolate the immediate area of the structure to ensure compliance with current and permit requirements for air, water, soil, and pollution prevention. Protect the containment system from vehicular and pedestrian traffic. Ensure paint, paint chips, or other debris will not fall outside of the containment area under any circumstances. Repair any damage created by fastening, bracing, or handling the scaffolding and staging. If a suspended platform is constructed, use rigid or flexible materials as needed to create an air and dust impenetrable enclosure. Verify that the platform and its components are designed and constructed to support at least four times its maximum intended load without failure, with wire cables capable of supporting at least six times their maximum intended load without failure. Strictly comply with all applicable OSHA regulations regarding scaffolding. The category and class of containment shall be as required in the Contract Documents.

561-10.4 Protection of Adjacent Areas: Protect all areas adjacent to abrasive blast cleaning, including machinery and deck grating. Before the commencement of any cleaning and coating operations, provide a control plan for the protection of adjacent surfaces from damage by nearby blasting and coating to the Engineer for review. Repair any damage to adjacent areas. The repair procedure must be submitted to the Engineer for acceptance prior to any remediation.

561-10.5 Worker Protection: Comply with the requirements of OSHA 29 CFR 1926 and applicable portions of 29 CFR 1910. Include specific programs as required by 29 CFR 1926.62 (lead), 29 CFR 1926.1118 (inorganic arsenic), 29 CFR 1926.1126 (hexavalent chromium), and 29 CFR 1926.1127 (cadmium) when these hazardous agents are present. Implement appropriate safety procedures for all hazards on the job site whether specifically identified herein or not.

561-11 Waste Handling and Management.

561-11.1 General: Prepare a waste management program plan which addresses the applicable requirements from EPA regulations for hazardous waste management and the Contract Documents. Include provisions for the handling and disposal of non hazardous waste. Dispose of all waste in accordance with all federal, state, and local laws and regulations.

561-11.2 Collection and Handling of Waste: Properly classify, package, and store all paint removal debris, both solid and liquid in accordance with SSPC Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris, the Federal Water Pollution Control Act with amendments, and all other current government regulations and guidelines. Comply with the Resource Conservation and Recovery Act to include, at a minimum, CFR 40 260 through CFR 40 268. Prior to identification and storage, separate solid and liquid waste, and separate individual waste streams.

561-11.3 Testing and Analysis: Laboratory analyses for all waste stream and environmental samples shall be conducted by an EPA certified, independent laboratory with an approved Quality Assurance Plan. Laboratory analyses for worker monitoring and regulated area samples shall be conducted by an American Industrial Hygiene Association (AIHA) metals accredited laboratory. Provide a copy of all sampling and test reports no later than 72 hours after collection of samples.

561-11.4 Waste Identification: Collect samples in accordance with EPA SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods. Use a random and representative sampling technique. Collect a minimum of four representative samples of each waste stream. These waste streams include, but are not limited to, water, paint chips, dust, and paint chips mixed with disposable abrasives and debris. Complete the initial sampling of each waste stream immediately upon filling the first drum, but do not allow waste to accumulate for longer than 7 days before sampling.

After the representative samples are collected, send them immediately to the EPA certified laboratory for analysis. Unless otherwise directed by the Engineer, required by State regulations, or required by the waste recycling or disposal facility, once each waste stream is sampled, tested, and classified, additional sampling and analysis are not required for subsequent shipments unless the waste stream changes. Submit samples to an approved laboratory to be tested for arsenic, barium, cadmium, hexavalent chromium, lead, mercury, selenium, and silver in accordance with EPA Method 3050 and Method 6010 (content) and EPA Method 1311, Toxicity Characteristics Leaching Procedures (TCLP). Clearly label each sample with sample number, date and time of sampling, name of collector, and location of collection.

Maintain chain of custody forms for each sample. Enter each sample on a sample analysis request form. Enter sample numbers, type of waste, amount of each sample, distribution of samples, signature and all other information into field logbook.

561-11.5 Waste Storage: Collect waste from the control devices, equipment, and all work surfaces on a daily basis. Keep hazardous and non-hazardous waste separate. Do not mix blasting debris with any other type of waste. Place waste in approved storage drums.

Locate all hazardous waste within a regulated area. The maximum weight for each drum, when filled, is 821 pounds. Properly seal and label all drums. Transport waste storage drums to a secured, marked, temporary storage area. Locate the temporary storage area on well-drained ground not susceptible to flooding or storm water run-off. Place drums on a pallet and cover with fiber reinforced, impermeable tarpaulins. Store drums no more than two drums wide and two drums high. Arrange drums so that labels are easily readable. Do not store waste in the temporary storage area longer than 90 days.

561-11.6 Waste Disposal: Transport, treat and dispose of all hazardous and non-hazardous waste. Notify the Engineer a minimum of three weeks prior to the date of shipment of any waste to an off-site facility. Provide the Engineer with documentation that the receiving disposal facilities are properly licensed. Provide manifests for all hazardous and non-hazardous waste shipments. Identify any waste disposal subcontractors and provide a copy of their licensing to perform waste disposal and transport operations.

561-11.7 Permits: The Contractor is responsible for all liability resulting from non-compliance with pertinent rules and regulations including permit requirements.

Attachment 21
RAILROAD CROSSING MAINTENANCE

1.0 Description

- 1.1 The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to maintain the railroad crossing in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached exhibits or plans (if any).

Contractor shall be responsible for the maintenance of the automatic grade crossing traffic control devices, the highway roadbed and the portion of the highway lying between the width of the rail ties at the crossing, but not the track bed and rail components.

Inspections of the crossing shall be performed no less than once a month. Contractor shall maintain the highway roadbed referred to above and the signals at the crossing, including crossing gates in accordance with accepted industry practices and all applicable local, state and federal statutes. A copy of each monthly inspection checklist shall be submitted to the Director of Maintenance within 5 days after completion of the inspection.

2.0 Location

- 2.1 The railroad crossing, FDOT Crossing No. 621659G (single track), located on the Orlando Utilities Stanton Energy Line, south of SR 528 at International Corporate Parkway, crossing the CFX on/off ramp.

3.0 Notification

- 3.1 Contractor shall notify the Director of Maintenance promptly whenever signals have been repaired and returned to normal operation.


END OF SECTION

**CONSENT AGENDA ITEM
#25**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 19, 2022

SUBJECT: Approval of Cooperative Purchase Agreement with Convergent Technologies LLC
for Systemwide Electronic Security System Services
Contract No. 001969

Board approval of the Cooperative Purchase Agreement with Convergent Technologies LLC in the not-to-exceed amount of \$450,000.00 is requested. This is a cooperative purchase (piggyback) agreement based on a contract between OMNIA Partners (a cooperative purchasing organization) and Convergent Technologies LLC for security system services. This allows CFX to take advantage of the favorable terms already negotiated.

The work to be performed includes maintenance and repair of the building security systems at all CFX Plazas and the Headquarters Building.

This agreement is included in the OM&A Budget.

Reviewed by: 
Donald Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES
CONTRACT NO. 001969**

This Contract is made this 8th day of December 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and CONVERGINT TECHNOLOGIES LLC, 6200 Lee Vista Blvd, Suite 700, Orlando, FL 32822, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Central Florida Expressway Authority, in order to carry out the powers granted to it (by state law);” and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide systemwide electronic security system services; and,

WHEREAS, on or about April 1, 2022 the CONTRACTOR entered an agreement with Region 4 Education Service Center (“Region 4 ESC”) under its Contract No. R2207-02 to provide substantially the same services as required by CFX; and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with Region 4 ESC for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by REGION 4 ESC; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with the REGION 4 ESC , attached as **Exhibit “1”** to this Contract, and such additional terms and conditions as detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. RECITALS

The recitals are true and incorporated as terms. Any capitalized terms not specifically defined herein shall have the meaning ascribed to them in the REGION 4 ESC Contract.

2. ADOPTION OF TERMS IN THE REGION 4 ESC CONTRACT

The parties adopt all parts of the REGION 4 ESC Contract by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The terms “REGION 4 ESC”, in the REGION 4 ESC Contract shall be replaced with the “Central Florida Expressway Authority” or “CFX”.

2.2 The Contract total will be a not-to-exceed amount of \$450,000.00 for the initial term. The CONTRACTOR agrees to provide the services for the price set forth in the CONTRACTOR’s proposal dated October 19, 2022 attached as **Exhibit “1”**. The Contractor shall be responsible for keeping track of the amount remaining in the Contract. CFX is under no obligation to pay the Contractor any sum that exceeds the Contract Amount.

The Contractor shall prepare and forward a digital copy (via e-mail) of each invoice to Billing@CFXway.com. The invoice shall include the CFX contract number, and a breakdown of the work performed by the Contractor to verify the amount being requested for payment.

2.3 Section 32 – Certificates of Insurance, Central Florida Expressway Authority shall be the Additional Insured for the entire length of the Agreement.

3. PUBLIC RECORDS RETENTION

Pursuant to Section 119.0701(2), Florida Statutes, Contractor acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the Contractor is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Contractor agrees to comply with Section 119.0701, Florida Statutes, an excerpt of which is below.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 690-5000, Email: PublicRecords@CFXWay.com,

Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

119.0701(2) Contract requirements.

(b) . . . [t]he Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

119.0701(3) Request for records; noncompliance.

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.3.18.2 The obligations in Section

3.18.1 shall survive the expiration or termination of this Agreement and continue in full force and effect until all public records are transferred to CFX or the end of the longest applicable retention periods.

4. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract,

CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

5. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with the Region 4 ESC.

6. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT.

Pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

8. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's dedicated management team or

other individuals assigned to CFX shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed. CFX reserves the right to require replacement of any individual for any reason with or without cause.

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

9.1 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and

9.2 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.3 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

10. INDEMNITY

To the extent caused by the CONTRACTOR, the CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any intentional misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. MEDIA RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are

generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the “CFX Property”). CFX’s ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the “CFX Intellectual Property”). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX’s registered trademark name for CFX’s electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors’ access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the “CONTRACTOR Property”), and the intellectual property rights associated therewith (collectively, the “CONTRACTOR Intellectual Property”), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as “CONTRACTOR”) warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX’s use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR

shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

13. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. To the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

15. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

16. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

17. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute

discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

18. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal CONTRACTOR, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

19. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

20. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

21. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

22. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

23. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

24. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing or relating to any of the following shall survive the expiration or earlier termination of the Contract:

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

24.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

24.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

24.4 Obligations upon expiration or termination of the Contract; and

24.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

25. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

25.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

25.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

26. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subcontractors and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

27. ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

28. VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

29. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated,

this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

30. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the CONTRACTOR:

- 29.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 29.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 29.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 29.4. been engaged in business operations in Cuba or Syria; or
- 29.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

31. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

CONTRACTOR: Convergent Technologies LLC
6200 Lee Vista Blvd., Suite 700
Orlando, FL. 32822
Phone: 407-734-0347
Attention: Ali Santiago
Ali.santiago@convergent.com

32. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

33. EXHIBITS

This Contract references the exhibits listed below.

1. CONTRACTOR proposal dated October 19, 2022
2. REGION 4 ESC Contract

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

CONVERGINT TECHNOLOGIES LLC

By: _____
Signature

Print Name

Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and legality by legal counsel to Central Florida Expressway Authority on this _____ day of _____ 2022 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel

EXHIBIT 1

CONVERGINT TECHNOLOGIES

QUOTE: AS00496866P

OCTOBER 19, 2022



6200 Lee Vista Blvd Suite 700, Orlando, Florida 32822
Phone 4075956047 Mobile 4075956047
ali.santiago@convergint.com

October 19, 2022

CFX - Central Florida Expressway
Headquarters

Quotation: AS00496866P
RFP#:

OMNIA
PARTNERS

4974 Orl Tower Rd Orlando, Florida 32807
Attention:

License/Cert #R220702

Reference: CFX Security Systems Maintenance 2023-
2026

OMNIA PARTNERS #R220702 2023-2026

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergent's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergent has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergent as your partner.



Omnia Partners Contract #R220702 Renewal 2023-2025 @ \$150,000 per year for a 3-year term = \$450,000 budgeted cost for the 3 years.

- Convergint will provide services for the Central Florida Expressway to support the existing access control, video, and Intrusion systems in accordance with the Omnia Partners Purchasing Contract #R220702.
- All labor rates and material cost have been established in the Omnia Partners catalog. **Contract # R220702.**
- Services for installation and service will include all existing and new CFX locations.
- Each installation and work order will be billed on an individual basis.
- Intrusion monitoring will be billed on an annual basis. Intrusion systems will need to be migrated to Rapid Response monitoring center by 2023. Programming for the migration will be done on a time and material basis.
- Preventative maintenance is recommended to confirm proper functionality of the systems and will be one on a time and material basis.
- Cyber Security and device hardening is **Strongly** recommended on all IP devices.
- Convergint will provide a path to upgrade any end-of-life equipment that is no longer supported by the manufacturers or may be a cyber threat (not upgradeable).

• **Omnia Contract R220702 Labor Rates**

NOTE: For all standard or emergency service calls, there will be a minimum 4 hour charge applied. Mileage charge is included up to 50 miles from the point of dispatch. Mileage in excess of 50 miles from point of dispatch will be Charged at \$.50 per mile.

NOTE: Labor rate escalation to support survivability clause. Escalation rate will be 3% per year for labor rates.



Description and Pricing - Labor Hourly (M-F 8:30am-5:00pm)					
Labor Categories Omnia Partners	Omnia Partners Price				
	07/01/2022 - 06/30/2023	07/01/2023 - 06/30/2024	07/01/2024 - 06/30/2025	07/01/2025 - 06/30/2026	07/01/2026 - 06/30/2027
Installer	\$ 139.07	\$ 134.00	\$ 138.02	\$ 142.16	\$ 146.42
Project Foreman	\$ 139.07	\$ 143.24	\$ 147.54	\$ 151.96	\$ 156.52
Specialist	\$ 139.07	\$ 143.24	\$ 147.54	\$ 151.96	\$ 156.52
Project Manager	\$ 170.47	\$ 175.58	\$ 180.85	\$ 186.28	\$ 191.87
Engineer	\$ 170.47	\$ 175.58	\$ 180.85	\$ 186.28	\$ 191.87
CAD/Drafter	\$ 112.15	\$ 115.52	\$ 118.98	\$ 122.55	\$ 126.23
Program Manager	\$ 188.41	\$ 194.07	\$ 199.89	\$ 205.89	\$ 212.06
Service Coordinator	\$ 94.21	\$ 97.03	\$ 99.94	\$ 102.94	\$ 106.03
Service Manager	\$ 170.47	\$ 175.58	\$ 180.85	\$ 186.28	\$ 191.87
Service Technician	\$ 148.04	\$ 152.48	\$ 157.06	\$ 161.77	\$ 166.62
Software Engineer	\$ 170.47	\$ 175.58	\$ 180.85	\$ 186.28	\$ 191.87
Subject Matter Expert (SME)	\$ 237.76	\$ 244.89	\$ 252.24	\$ 259.81	\$ 267.60
Professional Services	\$ 174.96	\$ 180.20	\$ 185.61	\$ 191.18	\$ 196.91
Cyber Security					
Principal Consultant	\$ 410.54	\$ 422.85	\$ 435.54	\$ 448.61	\$ 462.06
Senior Consultant	\$ 338.09	\$ 348.23	\$ 358.68	\$ 369.44	\$ 380.52
Associate Consultant	\$ 265.64	\$ 273.61	\$ 281.82	\$ 290.27	\$ 298.98



Description and Pricing - Labor Hourly (Holiday/Sunday Rates)					
Labor Categories Omnia Partners	Omnia Partners Price				
	07/01/2022 - 06/30/2023	07/01/2023 - 06/30/2024	07/01/2024 - 06/30/2025	07/01/2025 - 06/30/2026	07/01/2026 - 06/30/2027
Installer	\$ 260.19	\$ 268.00	\$ 276.04	\$ 284.32	\$ 292.85
Project Foreman	\$ 278.14	\$ 286.48	\$ 295.07	\$ 303.93	\$ 313.04
Specialist	\$ 278.14	\$ 286.48	\$ 295.07	\$ 303.93	\$ 313.04
Project Manager	\$ 340.94	\$ 351.17	\$ 361.70	\$ 372.55	\$ 383.73
Engineer	\$ 340.94	\$ 351.17	\$ 361.70	\$ 372.55	\$ 383.73
CAD/Drafter	\$ 224.30	\$ 231.03	\$ 237.96	\$ 245.10	\$ 252.45
Program Manager	\$ 376.83	\$ 388.13	\$ 399.78	\$ 411.77	\$ 424.12
Service Coordinator	\$ 188.41	\$ 194.07	\$ 199.89	\$ 205.89	\$ 212.06
Service Manager	\$ 340.94	\$ 351.17	\$ 361.70	\$ 372.55	\$ 383.73
Service Technician	\$ 296.08	\$ 304.96	\$ 314.11	\$ 323.53	\$ 333.24
Software Engineer	\$ 340.94	\$ 351.17	\$ 361.70	\$ 372.55	\$ 383.73
Subject Matter Expert (SME)	\$ 475.52	\$ 489.79	\$ 504.48	\$ 519.62	\$ 535.20
Professional Services	\$ 349.91	\$ 360.41	\$ 371.22	\$ 382.36	\$ 393.83
Cyber Security					
Principal Consultant	\$ 821.08	\$ 845.71	\$ 871.08	\$ 897.21	\$ 924.13
Senior Consultant	\$ 676.18	\$ 696.46	\$ 717.36	\$ 738.88	\$ 761.05
Associate Consultant	\$ 531.28	\$ 547.22	\$ 563.64	\$ 580.55	\$ 597.96
Convergent Labor Rates					
Description and Pricing - Labor Hourly (Afterhours/Overtime/Emergency Rates)					
Labor Categories Omnia Partners	Omnia Partners Price				
	07/01/2022 - 06/30/2023	07/01/2023 - 06/30/2024	07/01/2024 - 06/30/2025	07/01/2025 - 06/30/2026	07/01/2026 - 06/30/2027
Installer	\$ 195.14	\$ 201.00	\$ 207.03	\$ 213.24	\$ 219.64
Project Foreman	\$ 208.60	\$ 214.86	\$ 221.31	\$ 227.94	\$ 234.78
Specialist	\$ 208.60	\$ 214.86	\$ 221.31	\$ 227.94	\$ 234.78
Project Manager	\$ 255.71	\$ 263.38	\$ 271.28	\$ 279.42	\$ 287.80
Engineer	\$ 255.71	\$ 263.38	\$ 271.28	\$ 279.42	\$ 287.80
CAD/Drafter	\$ 168.23	\$ 173.27	\$ 178.47	\$ 183.83	\$ 189.34
Program Manager	\$ 282.62	\$ 291.10	\$ 299.83	\$ 308.83	\$ 318.09
Service Coordinator	\$ 141.31	\$ 145.55	\$ 149.92	\$ 154.41	\$ 159.05
Service Manager	\$ 255.71	\$ 263.38	\$ 271.28	\$ 279.42	\$ 287.80
Service Technician	\$ 222.06	\$ 228.72	\$ 235.58	\$ 242.65	\$ 249.93
Software Engineer	\$ 255.71	\$ 263.38	\$ 271.28	\$ 279.42	\$ 287.80
Subject Matter Expert (SME)	\$ 356.64	\$ 367.34	\$ 378.36	\$ 389.71	\$ 401.40
Professional Services	\$ 262.43	\$ 270.31	\$ 278.42	\$ 286.77	\$ 295.37
Cyber Security					
Principal Consultant	\$ 615.81	\$ 634.28	\$ 653.31	\$ 672.91	\$ 693.10
Senior Consultant	\$ 507.13	\$ 522.35	\$ 538.02	\$ 554.16	\$ 570.78
Associate Consultant	\$ 398.46	\$ 410.42	\$ 422.73	\$ 435.41	\$ 448.47

Reduce cost and
simplify procurement
with **OMNIA Partners**

Convergint value

Convergint offers cost-effective security solutions through the OMNIA Partners' cooperative purchasing contract **#R220702**. Leveraging this **pre-negotiated** contract allows customers to save time and money while ensuring **full compliance** with public sector procurement laws and guidelines.

Agencies eligible for this contract include state, local, and city governments, primary and higher education systems, nonprofit and public agencies, public housing authorities, airports, and more.

Convergint solutions

- ✓ Video surveillance
- ✓ Digital transformation
- ✓ Access control
- ✓ Intrusion detection
- ✓ Perimeter protection
- ✓ Emergency communications
- ✓ Fire alarm & life safety
- ✓ Identity management
- ✓ Mass notification



Materials



Line	Qty	Part	Description	Manufacturer
1			OMNIA PARTNERS CONTRACT #R220702	
2			Lbor will be Quoted OMNIA PARTNERS #R220702	
			Total Project Price	\$ 0.00





Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Servers by Others	Workstations by Others
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide Static IP Addresses	Owner Training
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring point with to point connections
Patch and Paint	Payment & Performance Bonds
Project Management	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergent
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent



Total Project Investment:

\$ 0.00

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Alejandro Santiago

Convergent
Alejandro Santiago

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

October 19, 2022

Customer Name (Printed)

Date

Authorized Signature

Title



Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate Commercial General
Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate Excess/Umbrella
Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

EXHIBIT 2

**REGION 4 EDUCATION SERVICE CENTER
COOPERATIVE PURCHASE AGREEMENT R220702**

Region 4 Education Service Center (ESC)

Contract # R220702

for

Facility Technology Integration & Security System Services

with

Convergint Technologies LLC

Effective: April 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and Convergent Technologies LLC, effective April 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

This Contract ("Contract") is made as of April 1, 2022 by and between Converqint Technologies LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Facility Technology Integration & Security System Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-07 for Facility Technology Integration & Security System Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any

CONTRACT

combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to

failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied

with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. The entity using the contract will make payments directly to the awarded Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and within 30 days of receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



OMNIA[®]
P A R T N E R S

Region 4 Education Service Center (ESC) partnered with OMNIA Partners

Proposal for RFP 22-07

Facility Technology Integration & Security System Services

January 11, 2022

PUBLIC PROPOSAL

EXECUTIVE SUMMARY

Convergent Technologies LLC (Convergent) understands that Region 4 Education Service Center (ESC), partnered with OMNIA Partners (OMNIA), is seeking a team of professionals to offer OMNIA members a turnkey approach to their security system service needs. **The depth and breadth of the solutions Convergent can provide to OMNIA members will strengthen the existing partnership between OMNIA, its members, and Convergent.** We are excited to present our response for the opportunity to continue to be your and your member's trusted security service provider for the requirements outlined in the Request for Proposal (RFP) 22-07 Facility Technology Integration and Security System Services. Our commitment to our foundational values and beliefs (Vs & Bs) means we will strive to be your best service provider and, by extension, any OMNIA member. **We are enthusiastic about sharing the ways Convergent can continue to benefit your members.**



Current OMNIA Relationship | We believe Convergent's experience and insight into OMNIA since June 2017 has provided value as your trusted partner. Convergent has helped grow the OMNIA contract to \$17.5M since its award in 2017 and has added 124+ customers. **Convergent's goal is to increase the contract to \$50M in the next five (5) years while adding an additional 150 customers.**

Dedicated Teams | Convergent is honored for the opportunity to continue our partnership and expand our relationship with OMNIA. Our comprehensive approach to dedicated business development and compliance will enhance the trust between Convergent and members of OMNIA. Convergent's dedicated **Business Development and Contract Vehicles Teams** can be relied on to continue to provide a transparent and collaborative partnership with OMNIA members.



National Reach | Convergent's top priority is service in every way – service to customers, colleagues, and our communities. With 170+ locations and 6,000+ colleagues worldwide, our promise, and our number one objective, is to be our customers' best service provider. Convergent has 500+ Account Executives and Sales colleagues in the US to market the OMNIA contract to customers. These colleagues are located in more than 70+ Convergent Technology Centers (CTCs) throughout the country. Our capacity as the largest integrator in the US benefits OMNIA members by our ability to offer best-in-class solutions with competitive pricing.

Compliance Focus | Convergent's dedicated Contract Vehicles Team offers an extensive training program inclusive to all Convergent colleagues that stress cooperative purchasing programs, benefits, and proper compliance. In support of our state and local government, education, and defense (SLED), customers Convergent's team of contract vehicles/government experts work to provide solutions and services with total contract compliance. Additionally, this dedicated team maintains data tracking, metrics, reporting, and conducts quarterly internal audits to ensure reporting of all awards.

Service Culture | In 2021, for the fourth year in a row, Convergent has been named the **#1 Systems Integrator** by SDM Magazine. This award comes from Convergent's ability to be our customer's best service provider and deliver results, period. Convergent's continued success has come from our capability to service complex customers that resemble many OMNIA members. Our approach to design, project management, product selection, installation, start-up, and customer training gives OMNIA members a partner it can depend on. This relationship-based partnership, combined with our ability to execute, is anchored by Convergent's Vs & Bs that guide our service culture.



Depth and Breadth of our Catalog Portfolio and Member Agencies | OMNIA has over 234,000 participants leveraging their 300+ contracts. These members are all over the US, from Miami to Anchorage. Convergent has offices nationwide, including Hawaii and Alaska. This gives Convergent the ability to serve all OMNIA members, no matter their geographic location. Additionally, as the #1 Systems Integrator in the country, we have relationships with the biggest manufacturer's in security, allowing us – and by extension, OMNIA members – access to cutting-edge technologies.



Colleague Training and Certifications | With 2,500+ trained engineers globally and an investment of over \$20M annually, Convergent has the largest, most well trained, and most comprehensive electronic support structure in the world. Historically in May each year, we have offered SLEducation, which is an internal two-day training session. Due to the pandemic and restricted travel, we reevaluated our approach to training and learning opportunities and presently offer this training virtually over the year. Going forward, these in-depth training sessions will continue to teach our sales team how to leverage the resources available to them, including our OMNIA contracts.

Commitment to Education:

At Convergent, our greatest strength is our people. We have thousands of colleagues across the globe and invest \$20 million per year on colleague training and certification.

Proven Processes and Tools | Convergent aims to serve OMNIA members by providing an advanced business process solution to ensure communication, continuity, service, and safety. Our Contract Vehicles Team is dedicated to ensuring that our sales colleagues are up to date on the latest compliance policies and procedures. By being a reliable partner, Convergent will offer support to OMNIA members, allowing them to focus more on their resources and core missions while enhancing safety and security.

Thank you for the opportunity to describe our capabilities and qualifications. We are excited about the opportunity to continue to serve as a member of the OMNIA team of professionals. Our goal is to remain your trusted business partner and best service provider.

Sincerely,



Vincent Piau
Executive Director
State, Local, and Education (SLED) Government



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 22-07

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Facility Technology Integration & Security System Services

This Addendum No. 1 amends the Request for Proposal (RFP) for Facility Technology Integration & Security System Services 22-07 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Facility Technology Integration & Security System Services. Addendum No. 1 is hereby issued as follows:

CLARIFICATION

Due to the holidays and Region 4 Education Service Center winter holiday closures, it is recommended that responses are submitted before Friday December 17th or after Wednesday January 5th (but prior to the submittal deadline).

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday January 11, 2022, 2:00 PM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>October 7, 2021</i>
<i>Pre-proposal Conference</i>	<i>October 21, 2021</i>
<i>Deadline for receipt of questions via email</i>	<i>October 22, 2021</i>
<i>Issue Addenda (if required)</i>	<i>October 28, 2021</i>
<i>Proposal Due Date</i>	<i>January 11, 2022</i>
<i>Approval from Region 4 ESC</i>	<i>February 22, 2022</i>
<i>Contract Effective Date</i>	<i>July 1, 2022</i>

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Convergint Technologies, LLC

Contact Person Katelyn Wheeler

Signature  
CHS: E:\Katelyn.wheeler@convergint.com, Dr Convergint Technologies, LLC, CHS Katelyn Wheeler
agrees to the terms defined by the placement of my signature on this document
2022.01.05 10:24:50-0500'

Date 1/5/22

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Facility Technology Integration & Security
System Services
Solicitation Number 22-07
Addendum No. 1

Page 3 of 3

TABLE OF CONTENTS

Executive Summary 2

Table of Contents 8

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)..... 9

 a. Terms and Conditions Acceptance Form (Appendix B)..... 17

Tab 2 – Products/Pricing..... 22

Tab 3 – Performance Capability..... 31

 a. OMNIA Partners Documents..... 31

Tab 4 – Qualification and Experience 118

 a. Reference 128

Tab 5 – Value Add 135

Tab 6 – Additional Required Documents (Appendix C) 142

 a. Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy (Appendix C, Doc #1) 142

 b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2).... 143

 c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3) 144

 d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)..... 145

 e. Felony Conviction Notification (Appendix C, Doc #5) 146

 f. Any additional agreements Offeror will require Participating Agencies to sign..... 148



Tab 1

Draft Contract and Offer and Contract Signature Form
(Appendix A)

a. Terms and Conditions Acceptance Form
(Appendix B)



agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
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 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region

CONTRACT

2

4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

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- c) **Delivery/Service Failures.** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

CONTRACT

3

acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

CONTRACT

4

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

CONTRACT

5

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

CONTRACT

6

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

CONTRACT
7

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Convergint Technologies LLC
Address 1 Commerce Drive
City/State/Zip Schaumburg, IL 60173
Telephone No. 714-546-2780 ext 6441
Email Address mike.mathes@convergint.com / contractvehicles@convergint.com
Printed Name Mike Mathes
Title Executive Vice President
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Draft Contract: Appendix A Section 16 - Payment	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and within 30 days of receipt of a properly completed invoice.	
Draft Contract: Appendix A Section 22 – Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.	
Draft Contract: Appendix A Section 30 - Indemnity	Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent they are arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. IN NO EVENT SHALL EITHER VENDOR OR OMNIA PARTNERS BE LIABLE TO THE OTHER PARTY HERETO, OR TO ANY INDEMNITEE, FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	

**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

<p>Administration Agreement: Exhibit B Section 8 Consequential damages waiver</p>	<p>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p>	<p>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NEITHER OMNIA PARTNERS NOR SUPPLIER WILL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p>	
<p>Administration Agreement: Exhibit B Section 14 Interest payments</p>	<p>Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for</p>	<p>Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1</p>	

**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

	<p>termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.</p>	<p>1/2%) per month or the maximum rate permitted by law until paid in full.</p>	
<p>Administration Agreement: Exhibit B Section 10 Consequential damages waiver.</p>	<p>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.</p>	<p>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES AND SUPPLIER EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES AND SUPPLIER SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES OR SUPPLIER ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.</p>	

3.2 Distribution, Logistics	Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.	Clarification: Member acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.	
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Tab 2
Products/Pricing



TAB 2 – PRODUCTS/PRICING

- i. Offerors shall provide pricing based on a discount from a price list or catalog (or major items of equipment purchased and installed by Offeror with a breakout of manufacturers' catalog price along with discount off list price), or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed should remain the same for the first 12 months after the contract award. As an option, pricing may be a discount off the City Cost Index when using one of the following:
 - RS Means Construction Procurement Catalog: Facilities Construction Cost Data book
 - RS Means Construction Procurement Catalog: Electrical Cost Data
 - RS Means Construction Procurement Catalog: Mechanical Cost Data
- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)
 - Manufacturer or Other Part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Manufacturers or Other Suggested List Price and Net Price
 - Net Price to Region 4 ESC (including Freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Based on the size of the Excel spreadsheet, Convergent has provided the Excel file and PDF documents titled "Convergent Pricing Response – RFP 22-07 – Proprietary" on the jump drives as required.

- iii. Describe how Offeror will address, at a minimum, the areas defined in the Project Scope.

Convergent designs, installs, and services seamlessly integrated electronic security solutions for government, commercial, and industrial clients. Serving single-site customers and those with a global multi-site footprint, Convergent has the experience to design solutions to meet OMNIA members' current needs and provide for future growth plans.



Access Control | Convergent is an authorized Value-Added Reseller (VAR) for several industry-leading card access manufacturers. At Convergent, we specialize in more complex enterprise card access applications, especially those involving Internet Protocol (IP) - based video, intrusion systems, smartcards, human resource databases, etc. Convergent has the right solution and technical support needed to complete projects on time and budget, no matter the card access needs.



Identity Management | Convergent provides comprehensive identity solutions ranging from basic proximity card technology to "smart-cards" with integrated chips. Budget, convenience, standards compliance, data security, performance, and identification

requirements significantly determine our customers' best identity solution. Convergent will work with OMNIA members to develop an identity management strategy that fits their needs and budget.



IP-Based Video and Video Management | With thousands of IP cameras already installed, Convergent is the systems integration leader in designing, installing, and servicing IP-based video solutions. Having established industry-leading solid manufacturing relationships, Convergent can provide our customers with the best IP-based technologies. At Convergent, projects do not stop by simply installing the best technology. Convergent has network-certified personnel to ensure your IP-based video solution is installed to established Information Technology (IT) industry standards and practices.



Wireless Technology | IP-based video surveillance has quickly become a powerful tool for public safety and security, and the demand is growing exponentially. Connecting digital video cameras to the internet and networks has increased the flexibility and accessibility for collecting and distributing video data. While this enables cameras to be installed in more locations, the availability of data ports and cabling remain limiting factors when deploying video. The proper wireless technology can eliminate most, if not all, of the issues associated with areas that are too difficult or expensive to wire.



Intrusion Detection | Intrusion detection systems continue to be an essential aspect of a comprehensive security solution. Convergent goes beyond simply designing, installing, and servicing traditional alarm intrusion systems. Convergent seamlessly integrates alarm intrusion with card access, IP video, and other essential building systems. This integrated approach increases security and makes the total system easier to manage and maintain.



Communication Solutions | Selecting the right communication systems to meet customers' specific needs can be challenging. Speed, reliability, and system integration capability are just critical elements in choosing the right communication system. Convergent has experience with some of the most advanced Voice over Internet Protocol (VoIP) communication systems on the market today. Whether it's a control room intercom solution or a campus-wide mass notification system, Convergent has the experience to design, install, and service the right solution for OMNIA members.



Physical Security Information Management | One of the fastest-growing electronic security areas is Physical Security Information Management (PSIM). As more security platforms migrate to IP-based technology, customers are seeking innovative ways to integrate these different technologies, become more proactive with policy-based system decisions, and at the same time drive down the cost of ownership associated with the systems they manage. Managing disparate platforms and operating systems is becoming increasingly complex, and most do not have the budget for a “rip and replace” strategy. A PSIM system allows customers to leverage the various systems and “normalize” the user interface.



Intelligent Fire and Smoke Detection | Convergent is an authorized strategic partner and distributor for industry-leading fire alarm manufacturers. Convergent has the right product, technical support, and industry resources to deliver your project on time and within budget no matter what the engineered fire alarm needs. From single building retail to multi-tenant high-rise to multi-building campuses and everything in between, Convergent serves some of the most demanding occupancies in the business.



Air Sampling Detection | When business continuity is paramount, and the environment for smoke detection is complex, Convergent can deliver a solution to meet the demand. At up to 1,000 times more sensitive than a standard smoke detector, a properly designed and installed air sampling system can provide the earliest possible warning of an imminent fire event. This is achieved by detecting smoke during the developing stage of fire by drawing air into the detector utilizing a high-efficiency aspirator and pipe network.



Specialty Detection Technology | Convergent serves many vertical markets where building construction or ambient operating environments present unique detection challenges. These challenges are met by utilizing specialty detection technologies such as beam, flame, linear heat, video smoke, or leak detection that are engineered to detect the location and hazard. These technologies must also be seamlessly integrated into the fire alarm or suppression system to accomplish the overall design strategy.



Suppression Systems | Convergent and our technology partners protect critical environments and high-value assets from safeguarding business continuity by utilizing special hazard fire suppression systems. Convergent’s suppression system partners share our goals of delivering unequaled quality, safety, and customer service in protecting mission-critical processes and facilities. Selecting the right technology and suppression agent is crucial; clean or inert gas solutions include Novec 1230, ECARO-25, FM-200, PROINERT2, Inergen, and water-mist.



One-Way and Two-Way Emergency Voice Communication | Convergent utilizes vendors who excel in voice system technologies to provide Underwriter Laboratories (UL) listed digital voice announcement and emergency notification systems. Technologies range from a distributed network system with multiple digital channels on a single pair of wires to a single enclosure standalone panel. With scalable voice systems available in 25 voltage regulator modules (VRM) and 70VRMs versions, Convergent can provide design, installation, and service for any application.



Two-Way Communication Systems | Whether a building requires an area of rescue assistance or other two-way communication, these systems can be critical to ensuring building safety. Therefore, selecting the right vendor and product family is essential. Convergent works with the most recognized names in the industry. When people need

to know that rescue is on the way, they can depend on a Convergent voice/visual communication system.



Notification Appliances | A properly engineered and installed notification system is only as good as the peripherals used to annunciate the signal. Color, ambient operating environment, mounting requirements, mass notification, compatibility with existing devices, and numerous other requirements need a flexible approach to building notification. Therefore, Convergent has partnered with multiple manufacturers to provide a wide array of award-winning peripherals.



Mass Notification | In simple terms, a mass notification system is an emergency management tool used to provide detailed prerecorded or live instruction and information to building occupants (or wide area) in an emergency through a wide array of technologies. This capability is intended to protect life by indicating the existence of an emergency and instructing people of the necessary and appropriate response and action. Convergent has the design-build skills to design your mass notification system, including the critical aspects of system integration.



Sound Masking | Convergent designs and installs sound masking systems as part of an overall acoustic design plan for customers where achieving privacy economically in an open office environment is crucial. Sound masking can also help minimize the distraction of various unwanted, low-level noises.



Graphic and Directory Annunciators | In combination with the fire alarm control panel, an annunciator can be an emergency responder's first point of system interface in a fire event. A well-designed annunciator can help to minimize confusion and alert personnel accordingly. Therefore, selecting the right product is essential. Convergent works with vendors who design and manufacture products which can grow with a customer's facility. Annunciators are available in a variety of graphic and directory styles.



Auxiliary Equipment | Auxiliary components can significantly affect the overall integrity or operational characteristics of a fire alarm detection or suppression system. Convergent can provide protective covers, specialty enclosures, multi-voltage control relays, trouble bell stations, uninterruptible power source (UPS), and alternating current (AC) power supplies from our industry partners are among the best in their fields.



Monitoring | Convergent's UL-listed monitoring partners provide customers with reliable services resulting in a fail-safe monitoring network. Convergent selects partners who are leaders in the alarm monitoring and security industries based on their reputation for innovation and relevant security monitoring technologies. Among these is the ability for users to manage their accounts online via a secure internet connection.

iv. Provide any applicable Burden Billable Labor Rates by Classification.

Based on the size of the Excel spreadsheet, Convergent has provided the Excel file and PDF documents titled "Convergent Pricing Response – RFP 22-07 – Proprietary" on the jump drives as required.

Our labor categories are as follows:

- Installer
- Project Foreman
- Specialist
- Project Manager
- Engineer
- CAD/Drafter
- Program Manager
- Service Coordinator
- Service Manager
- Service Technician
- Software Engineer
- Subject Matter Expert
- Professional Services
- Principal Consultant (Cyber)
- Senior Consultant (Cyber)
- Associate Consultant (Cyber)

v. Describe if pricing is available for all products and services?

Based on the size of the Excel spreadsheet, Convergent has provided the Excel file and PDF documents titled "Convergent Pricing Response – RFP 22-07 – Proprietary" on the jump drives as required. This file contains pricing for labor classifications listed above and all material offered to OMNIA members.

"Sourced" or "open market" items are products and services in support of on-contract purchases (included, but not limited to supplemental/value-add subcontractor labor and material, trip charges, etc.) that are not found in the catalog but may be required for the complete solution. Convergent will provide pricing for these "sourced" or "open market" items consistent with our standard pricing approach.

vi. Describe any shipping charges.

Convergent calculates shipping at the quote level. Convergent uses the dimensions and weight of an item and its' shipping destination to determine shipping costs. Freight, delivery, and shipping are supplied at cost plus a percentage (percentages vary).

vii. Describe any ancillary cost or additional freight costs for orders placed outside the Continental US.

Additional charges such as those referenced are determined at the quote level.

viii. If Offeror has retail stores, describe appropriate procedures in place to ensure contract pricing on all product and/or services to Participating Public Agencies.

Convergent is an integrator and does not have retail stores.

ix. Describe any warranties and provide pricing for warranties on all products and services.

Convergent provides the following warranty to the Customer:

As standard, for the period of one (1) year(s), commencing at the earlier of substantial completion of the work, or first beneficial use, ("Warranty Period"):

- a. That work performed under this agreement will be of good quality
- b. That all equipment will be new unless otherwise required or permitted by this agreement
- c. That the work will be free from defects not inherent in the quality required or permitted
- d. That the work will conform to the requirements of the project specification and the Master Services Agreement (MSA)

OMNIA Partners' sole remedy for any breach of this warranty is that Convergent shall remove, replace, and/or repair at its own expense any defective or improper work discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent while performing the work hereunder shall only carry such a warranty provided by the manufacturer, which Convergent hereby assigns to OMNIA Partners without recourse to Convergent. Upon request of OMNIA Partners, Convergent will use all reasonable efforts to assist OMNIA Partners in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

The warranty may be void if any other security integrator or third party connects any devices to our network or hardware and/or changes the existing programming or configurations that are currently in place, and this proves to be the cause of a failure which is deemed irreparable.

Convergent's warranties cover the expense of technicians' travel time and mileage to perform warranty repairs. However, upon arrival, it is determined that the repair was not under warranty, not a part supplied by Convergent, tampered with, etc., charges for travel time and mileage will be chargeable.

Warranty pricing will be provided at the quote level.

x. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large orders, growth, annual spend, guaranteed spend, etc.

Convergent's volume discounts are determined on a case-by-case basis. Convergent does not offer any rebate programs.

Convergent's proposed pricing model for the US is based on online-item discounts. Based on the size of the Excel spreadsheet, Convergent has provided the Excel file and PDF documents titled "Convergent Pricing Response – RFP 22-07 – Proprietary" on the jump drives as required.

Please Note: Prevailing wages are excluded but will be priced where required at an increase not to exceed 25%. Union rates are not included but will be priced where required at an increase not to exceed 25%.

Convergent will provide a percentage discount from the manufacturer's suggested retail price (MSRP) in the pricing proposal of up to 45.02%.

xi. Describe how customers verify they are receiving Contract pricing.

Convergent is dedicated to compliance and complete transparency in all our processes and procedures. OMNIA members can rest assured that pricing is compliant based on Convergent's three-pronged compliance verification process.

1. We have a strict policy that ensures every proposal is reviewed for compliance before submission to the OMNIA member.
2. OMNIA members have access to our customer-facing catalog and can access this catalog at any time, giving them complete visibility and transparency to Convergent's pricing.
3. Convergent collaborates with OMNIA members to verify the prices in our catalog to ensure that Contract pricing is always accurate.



In addition to the three-pronged compliance verification process, each proposal is tracked from start to finish. Every quarter, Convergent's dedicated Contract Vehicles Team conducts an internal self-audit to ensure this process has been followed.

OMNIA members are encouraged to email contractvehicles@convergent.com for further assurance and pricing compliance questions.

xii. Describe payment methods offered.

Convergent accepts purchasing cards (P-cards) and/or credit cards as payment. There is an additional 2.5% fee for P-card and credit card transactions. Convergent also accepts standard Automated Clearing House (ACH) and check payments.

Convergent works with leasing programs specifically designed for public entities and their legal requirements, such as National Cooperative Leasing (NCL), an OMNIA Partners awarded leasing contract. We understand the need for these leasing programs when the total project cost doesn't fit into the customer's budget. The programs require annual lease payments, which usually multiply the customer's purchasing power three (3) to five (5) times.

xiii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Catalog updates are essential for Convergent to be OMNIA members' best service provider. These updates enable OMNIA members to access the latest and greatest technology offerings.

Convergent generally updates catalog offerings quarterly. Based on MSRP and cost changes, catalog adjustments and discount changes may be required. Unscheduled modifications may be requested to meet customer demands.

xiv. **Describe how future product introductions will be priced and align with Contract pricing proposed.**

Convergent will provide new products and services that are consistent with our standard pricing approach of discounts off MSRP.

xv. **Provide any additional information relevant to this section.**

Convergent catalog pricing is for individual components (line items) only. These items (freight, shipping, and handling, pre-delivery inspection, installation, set-up, mandatory training, or initial inspection) are **priced individually** and may be considered on contract or may be considered “sourced” based on the individual item. **Each component does not include** freight, shipping, handling, pre-delivery inspection, installation, set-up, mandatory training, or initial inspection.

Example: The price for a camera in the catalog is for the camera only. The labor to install the camera is priced separately. The labor is quoted leveraging the Installation labor category and is considered an on-contract purchase.

Real World Example: City of Temecula, CA

The City of Temecula awarded a contract to Convergent via a competitive RFP process for a city-wide video surveillance project which includes the installation of over 450 cameras, the installation of a large video wall for centralized viewing, and the integration of the City’s access control system to provide complete command and control via a unified platform. The camera deployment includes 360 degree and PTZ camera deployments at 25 city intersections, cameras at major city parks, and 15 city buildings. While most of the cameras are networked locally and backhauled over fiber, numerous cameras are also networked via wireless radios operating in the 50-70GHz frequency range to mitigate interference in the crowded 5Ghz space. The solution is based on Genetec’s Security Center, Axis cameras, HP servers in a VM environment, 1-year retention with HP Nimble storage, and Siklu wireless. The system is monitored by both the City’s police department as well as their traffic management department.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contractor exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding. Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

Convergent will comply with all federal funding pricing requirements.

Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Convergint will comply with all not to exceed pricing requirements.

We expect to be our customers' **best service** provider





Tab 3
Performance Capability

a. OMNIA Partners Documents



TAB 3 – PERFORMANCE CAPABILITY

A. OMNIA PARTNERS DOCUMENTS

- i. **Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**

Exhibit A Response for National Cooperative Contract		
1.0 Scope of National Cooperative Contract	Compliant	Acknowledgment
<ul style="list-style-type: none"> • 1.1 Requirement • 1.2 Marketing, Sales, and Administrative Support • 1.3 Estimated Volume • 1.4 Award Basis • 1.5 Objectives of Cooperative Program 		Convergent acknowledges and complies with this requirement.
2.0 Representations and Covenants	Compliant	Acknowledgment
<ul style="list-style-type: none"> • 2.1 Corporate Commitment • 2.2 Pricing Commitment • 2.3 Sales Commitment 		Convergent acknowledges and complies with this requirement.
3.0 Supplier Response	Compliant	Acknowledgment
<ul style="list-style-type: none"> • See below for a detailed response 		Convergent acknowledges and complies with this requirement.

3.0 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.**

Convergent Company Overview

Founded in 2001 and headquartered in Schaumburg, Illinois, Convergent is an industry-leading global systems integrator. Our expertise and strategic focus allow us to provide comprehensive design, installation, and service for integrated building systems, including electronic security, fire alarm, and life safety systems. We are the world’s largest security systems integrator with over 20 years of experience supporting customers. From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergent. Convergent’s top priority is service in every way, and this includes service to our

customers, colleagues, and communities. Our promise, and our number one objective, is to be our customers' best service provider.

Our experience spans all types of security technologies, including enterprise card access, IP video management, intelligent video, UL2050, intercom, biometrics, perimeter protection, asset protection, smartcard credential management, PSIM, physical identity access management (PIAM), secure authentication, and compliance management.

Convergint was built on a solid foundation of Vs & Bs. Before the company was legally formed, before we received one order, before we hired one colleague, our founding leadership began writing down the principles that would eventually become our Vs & Bs and established a unique and empowered culture. **Our Vs & Bs have driven our positive culture throughout our organization and differentiated us from other integrators.**



Convergint's culture is reflected in our approach to business. We prefer to create a partnership with customers, vendors, and subcontractors to ensure everyone benefits. The Convergint/OMNIA relationship enhances customer safety and security and allows OMNIA members to focus more resources on their core missions.

Convergint has grown to be a global integrator with offices and partners worldwide. Though we are a large company with a worldwide reach, we never lose sight of our promise to deliver value through unparalleled customer service and operational excellence, which have been foundational at Convergint.

Convergint is a flat and integrated organization that reacts quickly to changing market conditions. Our structure enables us to leverage resources to meet our customers' specific needs and adapt rapidly to the ever-changing business landscape. With 170+ locations,

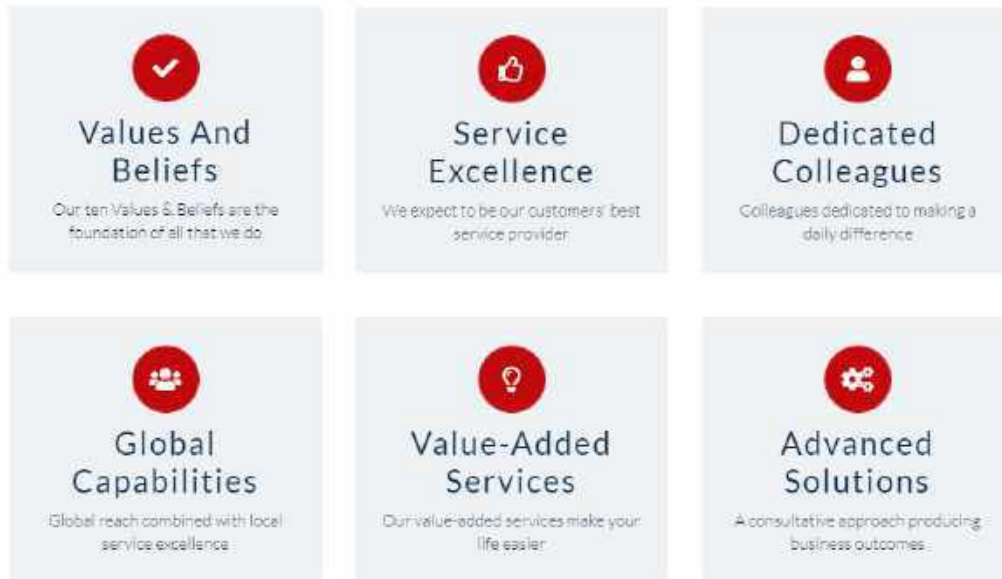
6,000+ colleagues worldwide, and hundreds of partners, we can meet the most challenging requirements and provide a high level of project support unmatched by our competitors.

Our people, culture, technologies, and superior customer service differentiate us from our competitors. Convergint is committed to being our customers' best service provider with a culture of integrity, accountability, and excellence.

Our People – At Convergent, our greatest strength is our people. We hire and develop the industry’s most dedicated and qualified colleagues and provide an aggressive certification plan in the latest technology innovations, industry trends, and regulations.

Our Culture – Convergent operates on a set of core Vs & Bs that express our responsibility to our customers, colleagues, and communities. Our Vs & Bs are not just words on a page but are the very fabric of Convergent culture. Our daily commitment to these ideas is one key reason our customers continue to do business with Convergent.

With a culture of integrity, accountability, and excellence, Convergent is committed to being your best service provider.



Our Technologies – Convergent maintains strong relationships with the world’s leading technology partners to provide customers with a choice of best-in-class solutions, allowing us to provide cost-effective, customized, valued solutions and products to our customers. Instead of being limited to one provider or one manufacturer, we promote non-proprietary systems, enabling our customers to avoid sole source dependency and ensuring long-term system flexibility and cost-effectiveness.

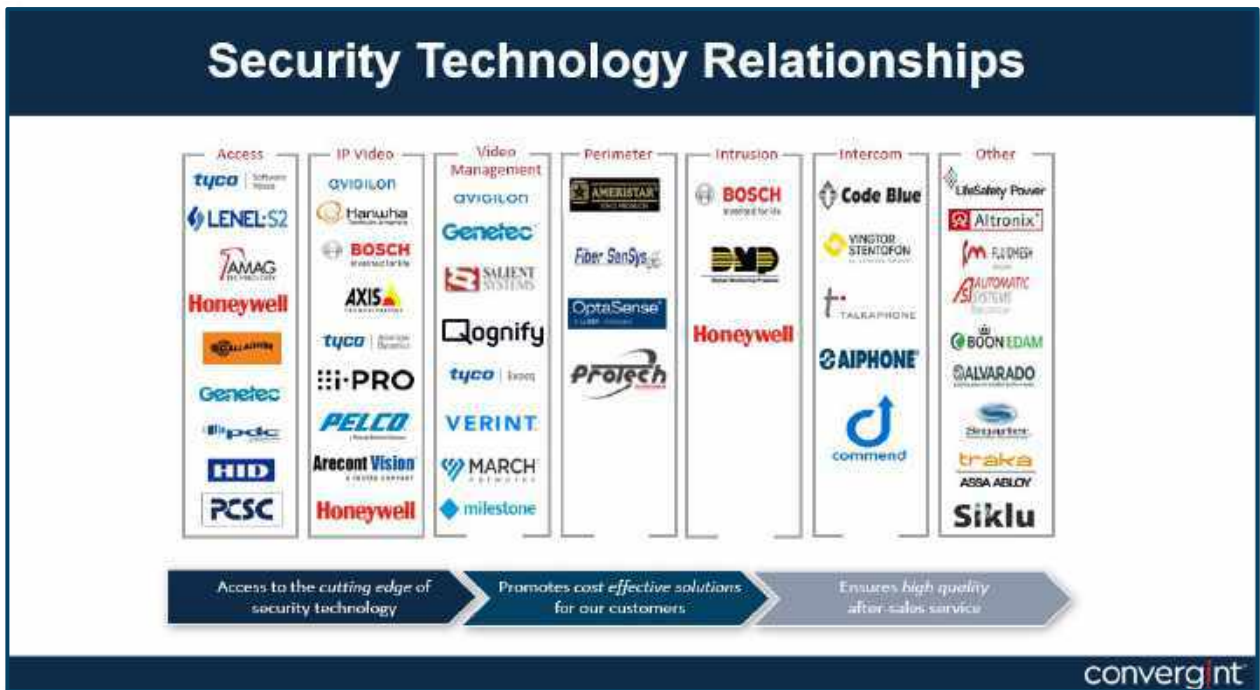
Our Services – Convergent designs service programs to meet each customer’s specific business goals by leveraging dedicated, certified colleagues to ensure system integrity and uptime. Convergent’s customer portal, iCare, provides real-time access to installation projects, service work orders, status, and metrics reporting. iCare is a fully integrated tool connected to all aspects of the Convergent enterprise, from customers to schedulers to technicians in the field. Our iCare portal promotes transparency, improves customer service, and reduces costs through operational efficiency improvement.

Our Products – Convergent is different because we are product agnostic. This means we are not limited to selling a product; we instead offer an array of product choices. Convergent understands that interoperability among disparate system types is critical to the success of your security plans, and we have the workforce and expertise to manage complex projects at any time. Convergent can deliver a custom-fit, scalable security solution for your organization with our open-platform solution partners who enable technology solutions aligned to the needs of OMNIA members.

The primary solutions that we offer include, but are not limited to:

- Access control
- IP video management software (VMS) and cameras
- Intrusion detection
- Life safety and fire alarm
- Network cybersecurity
- Advanced Service Solutions Team (a team focused on supporting the systems once they are customized and integrated)

Convergent provides integrated security, fire, and life safety systems to protect OMNIA members' critical infrastructure assets and mitigate risk. We are committed to partnering with OMNIA members throughout production and delivery. Our team takes a consultative and layered approach to provide a holistic view regarding security from your facility's perimeter to your company's core. Below are some of the technologies we design, install, service, and maintain for our customers locally, nationally, and globally.



Our Partners – Convergent's partners play a significant role in the success of our organization. Our past project experience with these partners continues to grow and is essential for future success. When delivering complex projects for OMNIA members, we will communicate effectively with all partners.

Cybersecurity and privacy are a large part of Convergent's infrastructure. We pride ourselves in not only being our customer's best service provider but protecting those customers as well. Convergent has two (2) partners supporting us in this initiative. **SecuriThings** provides risk mitigation, predictive maintenance, and automated operations for physical security deployment. **Blackpoint** provides managed detection and response (MDR) software and service with a reliable, 24/7 cybersecurity operations and incident response platform (SNAP-Defense), associated threat hunting, and breach response capability.

Why Convergent? At Convergent, our greatest strength is our people. Our colleagues are dedicated to delivering results. Convergent invests \$20M yearly in training and certifications to support our customers in all aspects of any project. Convergent's primary goal, as per our V & B #6, is that we expect to be our customers' best service provider – no matter what business they are in. Convergent is committed to being your best service provider from local to global. This allows us to create a solution tailored to your needs.

Convergent is a **global systems integrator** focused on **delivering results** for our **customers** through unparalleled **service**.

Why partner with Convergent?

- ✓ **Culture of service**
Values and Beliefs drive a positive culture in which colleagues are empowered to make decisions close to the customer.
- ✓ **Commitment to excellence**
We expect to be our customers' best service provider, no matter what business we are in.
- ✓ **Innovation**
Services and solutions designed to deliver measurable business results for mission-critical vertical markets.
- ✓ **Certified colleagues**
Our greatest strength is our people, and we invest over \$20 million per year on training and certifications.
- ✓ **Global platform**
Hundreds of locations and thousands of colleagues across the globe with a sole focus on systems integration.
- ✓ **Partnerships**
Convergent's strategic alignment with the world's leading technology partners enables tailored, future-proof solutions for our customers.

convergent
convergent.com

B. Total number and location of salespersons employed by Supplier.

Convergent has 500+ Account Executives and Sales colleagues in the US to market this contract to customers. These colleagues are located throughout the country in more than 70+ CTCs. The map below details our footprint and coverage in the US.

C. Number and location of support centers (if applicable) and location of corporate office.

Corporate Office:

One Commerce Drive, Schaumburg, IL 60173

Convergent has one of the most extensive footprints of any systems integrator in the US. The map that follows indicates the locations of these offices. Complete office addresses can be found at <https://www.convergent.com/about/locations/>.



Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

Annual sales for the three previous fiscal years.

Annual Sales		
2018	2019	2020
\$924M	\$1.25B	\$1.34B

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 36-4444620

D&B Finance Analytics Printed By: Henry Kedzierski
Date Printed: 01/04/2022

LIVE REPORT

CONVERGINT TECHNOLOGIES LLC
The information on this page is derived from the following sources: COMMERCE ONE

D-U-N-S Number: 02-964-0740
Phone: +1 847-610-5000

Address: 1 Commerce Dr, Schaumburg, IL, 60173, United States Of America
Web: www.converginet.com
Endorsement: henry.kedzierski@converginet.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Powered by D&B Data)

KDE Name	Current Status	Details
PAYDEX®	69	
Delinquency Score	35	
Failure Score	48	
D&B Visibility Rating	1 4 2	View More Details
Bankruptcy Found	N	
D&B Rating	1R3	

DETAILED TRADE RISK INSIGHT™

Day: Beyond Term: 14 Days
 3 Months: From Nov-21 to Jan-22

High Risk (100+)
 Day: Beyond Term Past 3 months: 14
 Low Risk: 0; High Risk: 120+

Dollar-weighted average of 166 percent exposures reported from 42 companies

PAYDEX® TREND CHART (?)

This Company Industry Benchmark

ALERTS (?)

Alert Status	Created	Updated	Alert
Resolved	1	0	1

1 of 1

Status	Type/Description	Date
Resolved	Subsidiary Low	01/07/2022
Resolved	Changed from Moderate-High to Moderate	01/07/2022

OWNERSHIP

Subsidiaries	Branches	Total Members
17	52	117
This company is a Headquarters, Parent, Subsidiary:		
	Global Ultimate	Domestic Ultimate
Name	CONVERGENT TECHNOLOGIES GROUP HOLDINGS, LLC	CONVERGENT TECHNOLOGIES GROUP HOLDINGS, LLC
Country	UNITED STATES	UNITED STATES
D-U-N-S	11-715-2871	11-715-2871
Others	-	-

LEGAL EVENTS

Event	Occurrences	Last Filed
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCC	47	12/1/2021

D&B PAYDEX - 3 MONTHS



VIABILITY RATING SUMMARY



COMPANY PROFILE

B-E-N-S 02064-0740	Mailing Address UNITED STATES	Annual Sales \$,316,671,000
Legal Form Corporation (US)	Telephone +1 847-620-8888	Employees 1,636 (12 base)
History Record Clear	Website www.omniapartners.com	Age (Year Started) 21 Years (2001)
Date Incorporated 05/25/2001	Present Control Succeeded 2018	Named Principal Ean Lockhart, CEO
State of Incorporation DELAWARE		Line of Business Security system services
Ownership Not publicly traded		SIC 730290
		NAICS 551021

STOCK PERFORMANCE

History	Performance
Daily High 52-Week High	P/E EPS Div/Yield

WEB & SOCIAL

There are no recent web results to show.

DELINQUENCY SCORE



FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss (1)	Amount (2)	Last 3 Years
Net Income	NaN	-
Sales	1,703,671,000	-

1. Fiscal (Individual) 12/31/2020
 2. On-Balance (Auto)
 Source: SBA

FINANCIAL OVERVIEW - BALANCE SHEET

Balance Sheet (1)	Amount (2)	Last 3 Years
Total Current Assets	620,110,000	-
Total Current Liabilities	407,817,000	-
Other Assets	1,696,033,000	-
Long Term Liabilities	134,464,000	-
Net Worth	1,736,844,000	-

1. Fiscal (Individual) 12/31/2020
 2. On-Balance (Auto)
 Source: SBA

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratio:	Business Ratio
Current Ratio	1.52

Source: SBA

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK



Dun & Bradstreet Risks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US\$ 1,500,000

The recommended limit is based on a moderate probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 1 have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 1: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment: **Available Financial Data**
- Level of Risk: **Low Risk**
- Businesses ranked 4 within this model segment have a probability of becoming no longer viable: **0.3 %**
- Percentage of businesses ranked 4 with this model segment: **13 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

2

Subsidiary

FAILURE SCORE FINANCIAL STATEMENTS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- High proportion of past due balances to total amount owing
- High number of enquiries to D&B over last 12 months
- Limited time under present management control

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Low Risk	61	0.26 %	0.08	2

Business and Industry Trends

▲ FAILURE SCORE □ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norm:	National %
This Business	48
Region:(EAST NORTH CENTRAL)	29
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(100-250000)	53
Years in Business:(3-5)	34

DELINQUENCY SCORE (D&B) (COMMERCIAL CREDIT SCORE)

- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
High	40	7.4 %	68.1 %	3

Business and Industry Trends

▲ DELINQUENCY SCORE □ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norm:	National %
This Business	35
Region:(EAST NORTH CENTRAL)	43
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-276888)	76
Years in Business:(3-5)	33

D&B PAYDEX

When weighed by amount, Payments to supplier average 10 days beyond term.

- High risk of late payment (Average 30 to 120 days beyond term)
- Medium risk of late payment (Average 20 days or less beyond term)
- Low risk of late payment (Average prompt to 10+ days ahead)

Industry Median: 78
 Equals 3 Days Beyond Term

D&B 3 MONTH PAYDEX

Based on payments collected 3 months ago. When weighed by amount, Payments to supplier average 17 days beyond term.

- High risk of late payment (Average 30 to 120 days beyond term)
- Medium risk of late payment (Average 20 days or less beyond term)
- Low risk of late payment (Average prompt to 10+ days ahead)

Industry Median: 78
 Equals 3 Days Beyond Term

Business and Industry Trends

▲ PAYDEX □ Industry Lower Quartile ○ Industry Median Quartile ■ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 08/08/2021		History since 10/15/2014	
Employee Size	Risk Subfactor	Date Applied D&B Rating	
1R-10	3 (Medium)	10/19/2020 1R4	
employees	Risk	09/06/2019 -	
and over		05/16/2018 1R4	
		02/13/2018 -	
Previous Rating		11/13/2017 1R4	
Employee Size	Risk Subfactor		
1R-10	4 (High)		
employees	Risk Average		
and over	Risk		

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behavior	% of Trade Within Terms	Highest Paid Due
16 Days Beyond Terms	64%	US\$ 100,000
Highest Now Owing:	Total Trade Experiences:	Total Unrecoverable Collections:
US\$ 200,000	20	
	Largest High Credit:	Largest High Credit:
	US\$ 400,000	US\$ 500
	Average High Credit:	Total Placed in Collections:
	US\$ 20,000	
		Largest High Credit:
		US\$ 0

D&B PAYDEX



D&B 3 MONTH PAYDEX



BUSINESS AND INDUSTRY TRENDS

100 - Security systems services

△ PAYDEX □ Industry Lower Quartile ▤ Industry Median Quartile ◆ Industry Upper Quartile

	2/20	3/20	4/20	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21
This Business	75	73	73	72	74	72	72	74	73	73	65	64	65	67	67
Industry Quartile															
Upper	--	80	--	--	80	--	--	80	--	--	80	--	--	80	--
Median	--	78	--	--	78	--	--	78	--	--	78	--	--	78	--
Lower	--	70	--	--	69	--	--	69	--	--	69	--	--	68	--

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences:	Total Value	% Within Terms
100,000 & over	21	US\$ 4,600,000	64
50,000 - 99,999	11	US\$ 720,000	85
15,000 - 49,999	44	US\$ 995,000	63

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

5,000 - 14,999	42	US\$ 300,000	65
1,000 - 4,999	50	US\$ 81,500	53
Less than 1,000	67	US\$ 22,050	64

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Colspan: 8 | Rowspan: 1

Industry Category	Number of Payment Experiences	Largest High Credit (USD)	% Within Terms (Equal to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 - 365 Days Late (%)
*15 - Building Construction - General Contractors and Operative Builders	4	25,000	46	0	0	0	54
1531 - Operative builders	3	25,000	42	0	0	0	58
1542 - Nonresident builders	1	500	50	0	0	0	50
*17 - Construction - Special Trade Contractors	5	200,000	100	0	0	0	0
1751 - Carpentry contractor	4	55,000	100	0	0	0	0
1721 - Electrical contractor	1	200,000	100	0	0	0	0
*27 - Printing, Publishing and Allied Industries	1	100	0	0	0	0	100
2741 - Misc publishing	1	100	0	0	0	0	100
*34 - Fabricated Metal Products except Machinery and Transportation Equipment	4	5,000	48	0	0	0	52
3442 - Mfg metal doors/trim	2	1,000	45	0	0	0	55
3491 - Mfg industrial valves	1	5,000	100	0	0	0	0
3444 - Mfg sheet metalwork	1	1,000	0	0	0	0	100
*35 - Industrial and Commercial Machinery and Computer Equipment	11	400,000	65	34	0	0	1

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

3572 - MIg computer storage	5	400,000	50	49	1	0	0
3579 - MIg misc office equip	5	500	94	3	0	0	3
3575 - MIg computer- terminal	1	20,000	50	50	0	0	0
*36 - Electronic and other electrical equipment and components, except computer equipment	10	200,000	99	0	1	0	0
3625 - MIg relays/controls	4	15,000	96	0	4	0	0
3648 - MIg misc light equip	2	200,000	100	0	0	0	0
3643 - MIg broadcasting equip	2	200,000	100	0	0	0	0
3699 - MIg misc elect, equip	1	20,000	100	0	0	0	0
3679 - MIg elect, components	1	500	100	0	0	0	0
*37 - Transportation Equipment	1	2,500	0	100	0	0	0
3724 - MIg plane engine/part	1	2,500	0	100	0	0	0
*38 - Measuring, Analyzing and Controlling Instruments; Photographic; Medical and Optical Goods; Watches and Clocks	4	2,500	98	0	2	0	0
3873 - MIg watch/clock/part	2	2,500	95	0	5	0	0
3823 - MIg process controls	1	2,500	100	0	0	0	0
3861 - MIg photograph equip	1	500	100	0	0	0	0

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

*42 - Motor Freight Transportation and Warehousing	5	40,000	45	33	2	0	0
4213 - Trucking inter-local	5	40,000	45	33	2	0	0
*45 - Transportation by Air	2	500	100	0	0	0	0
4513 - Air courier service	2	500	100	0	0	0	0
*47 - Transportation Services	11	35,000	43	16	19	1	1
4731 - Arrange cargo transport	11	35,000	43	16	19	1	1
*48 - Communications	10	65,000	77	15	1	4	4
4813 - Telephone communications	10	20,000	64	12	0	12	12
4812 - Radiotelephone common	0	65,000	95	3	2	0	0
4899 - Misc communications svcs	2	1,500	71	29	0	0	0
*49 - Electric, Gas and Sanitary Services	4	7,500	58	0	42	0	0
4911 - Electric services	3	7,500	46	0	34	0	0
4924 - Natural gas electric	1	500	50	0	50	0	0
*50 - Wholesale Trade - Durable Goods	59	400,000	54	29	6	0	11
5023 - Whol electrical equip	29	300,000	53	38	8	1	0
5025 - Whol electronic parts	8	50,000	75	15	10	0	0
5045 - Whol computers/software	5	400,000	72	28	0	0	0

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

507 - Whol service equip	5	100,000	95	4	1	0	0
5031 - Whol lumber/millwork	5	100,000	45	22	33	0	0
5085 - Whol industrial suppl	3	15,000	50	30	0	0	0
5084 - Whol industrial equip	2	10,000	0	55	0	0	45
5072 - Whol hardware	1	5,000	0	50	0	0	50
5023 - Whol furniture	1	1,000	100	0	0	0	0
+51 - Wholesale Trade - Nondurable Goods	9	45,000	83	16	0	0	0
5113 - Whol service paper	6	45,000	50	40	1	0	0
5112 - Whol office supplies	2	15,000	100	0	0	0	0
5140 - Whol groceries	1	15,000	100	0	0	0	0
+55 - Automotive Dealers and Gasoline Service Stations	1	30,000	100	0	0	0	0
5511 - Ret new/used autos	1	30,000	100	0	0	0	0
+57 - Home Furniture Furnishings and Equipment Stores	2	80,000	0	50	50	0	0
5734 - Ret computer/software	2	80,000	0	50	50	0	0
+59 - Miscellaneous Retail	5	300,000	40	6	25	0	0
5943 - Ret stationery	4	5,000	88	12	0	0	0
5961 - Ret mail-order books	1	300,000	50	0	50	0	0
+60 - Depository Institutions	6	20,000	99	1	0	1	0

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

6021 - Natl commercial bank	3	20,000	97	1	0	2	0
6022 - State commercial bank	1	250	100	0	0	0	0
*61 - Nondepository Credit Institutions	11	100,000	76	0	3	0	14
6159 - Misc business credit	0	5,000	31	16	5	0	28
6153 - Short-term busn credit	3	100,000	100	0	0	0	0
*71 - Business Services	30	200,000	65	5	15	0	15
7189 - Misc business service	11	15,000	81	3	16	0	0
7163 - Help supply service	7	50,000	74	19	7	0	0
7159 - Misc equipment rental	6	20,000	40	10	28	0	2
7161 - Employment agency	3	60,000	92	0	4	0	4
7171 - Computer system design	1	200,000	100	0	0	0	0
7113 - Advertising tops	1	35,000	50	0	50	0	0
7174 - Data processing svcs	1	50	0	0	0	0	100
*75 - Automotive Repair, Service and Parking	1	1,000	50	50	0	0	0
7536 - Auto glass shop	1	1,000	50	50	0	0	0
*81 - Social Services	1	750	100	0	0	0	0
8121 - Family social service	1	750	100	0	0	0	0

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

93 - Public Finance, Taxation and Monetary Policy	6	15,000	100	0	0	0	0
931 - Public Finance	6	15,000	100	0	0	0	0
94 - Administration of Human Resources Programs	1	5,000	100	0	0	0	0
941 - Admin public health	1	5,000	100	0	0	0	0
99 - Nonclassifiable Establishments	24	40,000	61	28	0	11	0
999 - Nonclassified	24	40,000	61	28	0	11	0

TRADE LINES

Item of Expenditure	Firmest Status	Settle Terms	High Credit (US\$)	Non-Org (US\$)	Part Org (US\$)	Month Since Last Sale
11/21	Pays Promptly	N30	15,000	7,500	1,000	1
11/21	Pays Prompt to Slow 60+	N30	7,500	0	0	1
11/21	Pays Prompt to Slow 60+	N30	500	0	0	Between 6 and 12 Months
11/21	Pays Slow 30+	N30	1,000	1,000	1,000	1
10/21	payment-status-discount	-	500	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	0	100	0	1
10/21	Pays Promptly	-	200,000	15,000	5,000	1
10/21	Pays Promptly	-	100,000	95,000	750	1
10/21	Pays Promptly	N30	95,000	40,000	0	1
10/21	Pays Promptly	N30	65,000	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	55,000	0	0	Between 4 and 5 Months
10/21	Pays Promptly	-	20,000	0	0	1
10/21	Pays Promptly	N30	20,000	7,500	2,500	-
10/21	Pays Promptly	-	20,000	20,000	0	1
10/21	Pays Promptly	-	15,000	0	0	1
10/21	Pays Promptly	-	15,000	2,500	0	1
10/21	Pays Promptly	-	15,000	0	0	1
10/21	Pays Promptly	-	10,000	250	0	1
10/21	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	7,500	0	0	1
10/21	Pays Promptly	-	5,000	5,000	2,500	1
10/21	Pays Promptly	-	5,000	250	0	1
10/21	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
10/21	Pays Promptly	N30	2,500	0	0	1
10/21	Pays Promptly	-	2,500	2,500	0	1
10/21	Pays Promptly	-	2,500	250	0	1
10/21	Pays Promptly	-	1,000	1,000	0	1
10/21	Pays Promptly	-	1,000	500	0	1
10/21	Pays Promptly	-	1,000	750	0	1
10/21	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	750	750	0	1
10/21	Pays Promptly	-	750	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	750	500	0	1
10/21	Pays Promptly	-	750	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	500	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	500	500	0	Between 2 and 3 Months
10/21	Pays Promptly	-	500	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	250	100	0	1

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

10/21	Pays Promptly	-	250	50	0	1
10/21	Pays Promptly	-	250	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	250	0	0	Between 6 and 12 Months
10/21	Pays Promptly	Lease Agreement	250	250	0	1
10/21	Pays Promptly	-	250	0	0	Between 4 and 5 Months
10/21	Pays Promptly	-	100	100	0	1
10/21	Pays Promptly	-	100	100	0	1
10/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	50	50	0	1
10/21	Pays Prompt to Slow 15+	-	1,000	250	0	1
10/21	Pays Prompt to Slow 30+	-	400,000	300,000	10,000	1
10/21	Pays Prompt to Slow 30+	-	200,000	25,000	10,000	1
10/21	Pays Prompt to Slow 30+	-	45,000	0	0	Between 6 and 12 Months
10/21	Pays Prompt to Slow 30+	-	40,000	40,000	10,000	1
10/21	Pays Prompt to Slow 30+	-	30,000	2,500	0	1
10/21	Pays Prompt to Slow 30+	-	15,000	5,000	2,500	1
10/21	Pays Prompt to Slow 30+	-	1,000	0	0	Between 2 and 3 Months
10/21	Pays Prompt to Slow 30+	-	250	100	0	1
10/21	Pays Prompt to Slow 60+	-	15,000	0	0	Between 6 and 12 Months
10/21	Pays Prompt to Slow 60+	-	1,000	1,000	1,000	1
10/21	Pays Prompt to Slow 60+	-	40,000	15,000	0	1
10/21	Pays Prompt to Slow 90+	-	1,000	500	500	Between 6 and 12 Months
10/21	Pays Prompt to Slow 150+	N30	500	0	0	Between 6 and 12 Months
10/21	Pays Slow 15+	-	1,000	0	0	Between 6 and 12 Months
10/21	Pays Slow 25+	N30	50	0	0	Between 6 and 12 Months
10/21	Pays Slow 30+	-	0	50	50	-
10/21	Pays Slow 30+	-	25,000	20,000	15,000	1
10/21	Pays Slow 30+	-	10,000	2,500	2,500	1
10/21	Pays Slow 30+	-	7,500	0	0	Between 6 and 12 Months
10/21	Pays Slow 30+	-	5,000	0	0	Between 6 and 12 Months
10/21	Pays Slow 30+	-	100	0	0	Between 6 and 12 Months
10/21	Pays Slow 35+	N30	1,000	250	0	-
10/21	Pays Slow 15-90+	-	100	100	100	-
10/21	Pays Slow 90+	-	1,000	0	0	Between 6 and 12 Months
10/21	Pays Slow 90+	-	100	100	100	-
10/21	Pays Slow 30-120+	-	10,000	10,000	10,000	1
10/21	Pays Slow 120+	-	500	0	0	Between 6 and 12 Months
10/21	Pays Slow 60-120+	-	7,500	7,500	7,500	-
09/21	-	Cash account	0	0	0	Between 6 and 12 Months

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experiences	Total Amount
Cash experiences	63	US\$ 17,750
Payments record unknown	9	US\$ 76,250
Unfavorable comments	1	US\$ 500
Placed for collection	1	US\$ 0
Total to D&B's file	80	US\$ 6,813,010

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

PARENT

Company	City, State	D-U-N-S® NUMBER
CONVERGINT TECHNOLOGIES GROUP HOLDINGS, LLC	SCHAUMBURG, Illinois	11-715-3871

SUBSIDIARIES (DOMESTIC)

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

Company	City, State	D-U-N-S® NUMBER
INTEGRATED SECURITY SYSTEMS INC.	MIAMI, Florida	05-779-5902
T. L. GARDEN & ASSOCIATES, INC.	MANASSAS, Virginia	09-869-2213
SI TECHNOLOGIES, INC.	ALBANY, New York	80-267-2980
CVC II, INC.	BETHEL, Connecticut	92-991-8019
SIGNET TECHNOLOGIES, INC.	BELTSVILLE, Maryland	17-185-6222
SECURITY SOLUTIONS & MANAGEMENT LLC	MATTHEWS, North Carolina	96-715-5933
TOTAL RECALL CORPORATION	SUFFERN, New York	18-183-7808
GENESIS SECURITY SYSTEMS, LLC	GERMANTOWN, Maryland	11-949-6516
DDCI, INC.	ORLANDO, Florida	02-557-9793
INNOVATIVE MEDICAL SYSTEMS, INC.	GRAND RAPIDS, Michigan	18-517-1923
HAMILTON SMITH INC	AMARILLO, Texas	11-781-4812
PREMIER SECURITY GROUP, INC.	FRESNO, California	82-678-3313
SIMPSON SECURITY SYSTEMS, INC.	ALEXANDRIA, Louisiana	80-791-1631

SUBSIDIARIES (INTERNATIONAL)

Company	City, Country or Region	D-U-N-S® NUMBER
Convergent Technologies Ltd	CALGARY, CANADA	20-142-2578
BA1 CONSULTING LTD	LONDON, UNITED KINGDOM	22-163-2976
Thermo Automation Canada Ltd	MISSISSAUGA, CANADA	24-421-0753
Convergent Technologies Schweiz AG	MUTTENZ, SWITZERLAND	48-244-5462

BRANCHES (DOMESTIC)

Company	City, State	D-U-N-S® NUMBER
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Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

CONVERGENT TECHNOLOGIES LLC	CINCINNATI , Ohio	06-113-0527
CONVERGENT TECHNOLOGIES LLC	SAN DIEGO , California	10-076-2975
CONVERGENT TECHNOLOGIES LLC	JOHNSTON , Iowa	10-794-8767
CONVERGENT TECHNOLOGIES LLC	ANAHEIM , California	11-238-9807
CONVERGENT TECHNOLOGIES LLC	CHICAGO , Illinois	15-351-6047
CONVERGENT TECHNOLOGIES LLC	CASSELBERRY , Florida	78-051-7582
CONVERGENT TECHNOLOGIES LLC	BALTIMORE , Maryland	79-768-4057
CONVERGENT TECHNOLOGIES LLC	PORTLAND , Oregon	79-985-5090
CONVERGENT TECHNOLOGIES LLC	HOUSTON , Texas	79-985-5148
CONVERGENT TECHNOLOGIES LLC	CARROLLTON , Texas	79-985-5486
CONVERGENT TECHNOLOGIES LLC	KENTON , Washington	79-985-4281
CONVERGENT TECHNOLOGIES LLC	GREENSBORO , North Carolina	87-632-8725
CONVERGENT TECHNOLOGIES LLC	COLUMBIA , Maryland	78-656-7045
CONVERGENT TECHNOLOGIES LLC	RICHMOND , Virginia	78-630-8606
CONVERGENT TECHNOLOGIES LLC	RIDGEFIELD , New Jersey	83-162-6333
CONVERGENT TECHNOLOGIES LLC	OMAHA , Nebraska	83-162-6358
CONVERGENT TECHNOLOGIES LLC	EDINA , Minnesota	83-162-6325
CONVERGENT TECHNOLOGIES LLC	PALATINE , Illinois	83-162-6374
CONVERGENT TECHNOLOGIES LLC	ANKENY , Iowa	83-162-6341
CONVERGENT TECHNOLOGIES LLC	TEMPE , Arizona	83-162-6366
CONVERGENT TECHNOLOGIES LLC	SAINT ROSE , Louisiana	96-190-0854
CONVERGENT TECHNOLOGIES LLC	YORKTOWN , Virginia	03-094-5720
CONVERGENT TECHNOLOGIES LLC	BIXBY , Oklahoma	03-332-2691
CONVERGENT TECHNOLOGIES LLC	AUSTIN , Texas	06-183-2486
CONVERGENT TECHNOLOGIES LLC	NASHVILLE , Tennessee	93-152-4883

This list is limited to the first 25 branches.

AFFILIATES (DOMESTIC)

Company	City, State	D-U-N-S# NUMBER
CONVERGINT TECHNOLOGIES HOLDING COMPANY	SCHAUMBURG, Illinois	11-787-1955

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcy	Judgments	Liens	UCCs
No	0 <small>Learn Filing ></small>	0 <small>Learn Filing ></small>	0 <small>Learn Filing ></small>
UCCs			47 <small>Learn Filing 121(520)</small>

EVENTS

UCC Filing - Original	
Filing Date	09/22/2021
Filing Number	2021 7569495
Revised Date	11/16/2021
Collateral	Leased Computer equipment - Leased Equipment
Secured Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGINT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	08/13/2021
Filing Number	2021 6402730
Revised Date	09/24/2021
Collateral	Accounts receivable and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor	CONVERGINT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

UCC Filing - Assignment

Filing Date: 06/28/2021
 Filing Number: 2021 5028908
 Received Date: 08/03/2021
 Collateral: Leased Computer equipment
 Original Filing Date: 11/30/2020
 Original Filing Number: 2020 8358857
 Secured Party: C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
 Debtor: CONVERGENT TECHNOLOGIES LLC
 Filing Office: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date: 06/28/2021
 Filing Number: 2021 5029260
 Received Date: 08/03/2021
 Original Filing Date: 11/30/2020
 Original Filing Number: 2020 8358857
 Secured Party: C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
 Secured Party: STONEBRIAR COMMERCIAL FINANCE LLC, PLANO, TX
 Debtor: CONVERGENT TECHNOLOGIES LLC
 Filing Office: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date: 06/11/2021
 Filing Number: 2021 4557295
 Received Date: 07/20/2021
 Collateral: Leased Computer equipment - Leased Equipment
 Secured Party: C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
 Debtor: CONVERGENT TECHNOLOGIES LLC
 Filing Office: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date: 03/31/2021
 Filing Number: 2021 2521657
 Received Date: 06/18/2021
 Collateral: All Assets
 Secured Party: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

Debtor:	CONVERGENT TECHNOLOGIES LLC
Filing Office:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date:	03/31/2021
Filing Number:	2021 2521475
Received Date:	06/18/2021
Collateral:	All Assets
Secured Party:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor:	CONVERGENT TECHNOLOGIES LLC
Filing Office:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Termination	
Filing Date:	03/31/2021
Filing Number:	2021 2531656
Received Date:	07/16/2021
Original Filing Date:	02/02/2018
Original Filing Number:	2018 0778882
Secured Party:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor:	CONVERGENT TECHNOLOGIES LLC
Filing Office:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Termination	
Filing Date:	03/31/2021
Filing Number:	2021 2531664
Received Date:	07/16/2021
Original Filing Date:	02/01/2018
Original Filing Number:	2018 0762928
Secured Party:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor:	CONVERGENT TECHNOLOGIES LLC
Filing Office:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assessed	
Filing Date:	03/19/2021
Filing Number:	2021 2194133
Received Date:	06/11/2021

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

Collateral	Leased Computer equipment
Original Filing Date	08/28/2020
Original Filing Number	2020 5944436
Second Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	03/19/2021
Filing Number	2021 2196203
Received Date	06/11/2021
Original Filing Date	08/28/2020
Original Filing Number	2020 5944436
Second Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Second Party	STONEBRIAR COMMERCIAL FINANCE LLC, PLANO, TX
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	11/30/2020
Filing Number	2020 8318857
Received Date	05/04/2021
Collateral	Leased Computer equipment - Leased Equipment
Second Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	08/28/2020
Filing Number	2020 5944436
Received Date	09/25/2020
Collateral	Leased Computer equipment - Leased Equipment
Second Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	02/02/2018

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

Filing Number	2018 0778882
Received Date	03/02/2018
Collateral	All Assets
Secured Party	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	02/01/2018
Filing Number	2018 0762928
Received Date	04/10/2018
Collateral	All Assets
Secured Party	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Continuation	
Filing Date	04/21/2017
Filing Number	20172619457
Received Date	07/17/2017
Original Filing Date	09/26/2012
Original Filing Number	2012 3712421
Secured Party	ALLY BANK
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	03/04/2016
Filing Number	20161313517
Received Date	04/05/2016
Original Filing Date	09/26/2012
Original Filing Number	2012 3712421
Secured Party	ALLY BANK, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
 Proposal for RFP 22-07 Facility Technology Integration & Security System Services

Filing Date	11/17/2014
Filing Number	2014 4628663
Received Date	12/19/2014
Original Filing Date	09/26/2012
Original Filing Number	2012 3712421
Secured Party	ALLY BANK
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	05/07/2014
Filing Number	2014 1799733
Received Date	06/17/2014
Original Filing Date	09/26/2012
Original Filing Number	2012 3712421
Secured Party	ALLY BANK, NEW YORK, NY
Secured Party	ALLY COMMERCIAL FINANCE LLC, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	09/26/2012
Filing Number	2012 3712421
Received Date	10/18/2012
Collateral	All Assets
Secured Party	ALLY COMMERCIAL FINANCE LLC, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

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There may be additional UCC filings in Delaware on this company available by contacting 1-800-334-3887.

Special Events

SPECIAL EVENTS

Date	Event Description
12/30/2011	SALE OF ASSET: According to published reports, Ares Management Corporation, DUNS 052018806, (Los Angeles, CA) and Convergent Technologies, DUNS 029640740, (Schaumburg, IL) announced that Leonard Green & Partners, L.P., DUNS 616805719, (Los Angeles, CA) and funds managed by Harvest Partners, LP, DUNS 793478293, (New York, NY) have purchased equity in Convergent from a fund managed by Ares Private Equity Group and other existing shareholders.

11/11/2021 MERGER/ACQUISITION: According to published reports, Convergent, DUNS 029640740, (Schaumburg, IL) announced the acquisition of Simpson Security Systems, DUNS 807911631, (Alexandria, LA).
 08/09/2021 MERGER/ACQUISITION: According to published reports, Convergent, DUNS 029640740, (Schaumburg, IL) announced the acquisition of Premier Security Group, DUNS 826783313, (Fresno, CA).

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON

	Fiscal Individual \$5/1/2020	Last 1 years
Current Asset:	426,111,000	-
Current Liabilities:	497,817,000	-
Tangible Net Worth	1,796,944,000	-
Sales:	4,330,671,000	-
Current Ratio	1.81	-
Working Capital	211,275,000	-
Other Asset:	1,499,033,000	-
Long Term Liabilities:	154,444,000	-

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

Company Profile

COMPANY OVERVIEW

D-U-N-S 63-664-9748	Mailing Address UNITED STATES	Annual Sales 158,135,871,000
Legal Form Corporation (US)	Telephone +1 847-626-5900	Employees 3,659 (12/2020)
History Received None	Website www.convergent.com	Age (Year Started) 21 Years (2001)
Date Incorporated 05/23/2001	Present Control Succeeded 2019	Named Principal Edu Lockhart, CEO
Business Commenced On 2000	SIC 7372999	Line of Business Security systems services
State of Incorporation DELAWARE	NAICS 811421	
Ownership Not publicly traded		

BUSINESS REGISTRATION	
<small>Corporate and business registrations reported by the secretary of state or other official sources as of: 2017-01-30 This data is for informational purposes only, verification can only be obtained through the Office of the Secretary of State.</small>	
Registered Name	CONVERGENT TECHNOLOGIES LLC
Corporation Type	Corporation (LLC)
State of Incorporation	DELAWARE
Registration ID	3396551
Registration Status	STATUS NOT AVAILABLE
Filing Date	05/25/2011
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION
Registered Agent	
Name	NATIONAL CORPORATE RESEARCH, LTD.
Address	615 SOUTH DUBOINT HWY, DOVER, DE, 199010000

PRINCIPALS

Officers

KEN LOCHARTO, CEO
 DAN MOORE, CSM
 JIM BOUTWELL, PFS-OO
 MIKE MADRS, EXEC V PRES
 SEAN FLINT, EXEC V PRES

Directors

THE OFFICER(S)

COMPANY EVENTS

The following information was reported on 11/29/2021

The Delaware Secretary of State's business registration file showed that Convergit Technologies LLC was registered as a Limited Liability Company on May 25, 2011, under file registration number 336051.

Although the company operates as a Limited Liability Company, the members have elected to not file their to denote areas of responsibility.

Business started 2011.

RECENT EVENTS:

On November 26, 2021, sources stated that Convergit Technologies LLC, Schaumburg, IL, has acquired Secure Guard Systems, Inc., Alexandria, LA, on November 19, 2021. With the acquisition, Secure Guard Systems, Inc. will now operate as a subsidiary of Convergit Technologies LLC. Employees and management were retained. Terms of the transaction were not disclosed. Further details are unavailable.

On September 3, 2021, sources stated that Convergit Technologies LLC, Schaumburg, IL, has acquired Precision Security Group, Inc., Fresno, CA, on August 3, 2021. With the acquisition, Precision Security Group, Inc. will now operate as a subsidiary of Convergit Technologies LLC. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

On August 3, 2021, sources stated that Convergit Technologies LLC, Schaumburg, IL, a subsidiary of Convergit Technologies Group Holdings, Inc., Schaumburg, IL, has completed the acquisition of Custom Vault Corporation, Dallas, TX, including its BranchVault and Custom Vault divisions on May 1, 2021. With the acquisition, Custom Vault Corporation has changed its name to CVC II, Inc. and will now operate as a subsidiary of Convergit Technologies LLC. Employees and management were retained. Terms of the transaction were not disclosed. Further details are unavailable.

On April 28, 2021, sources stated that Convergit Technologies LLC, Schaumburg, IL, has acquired the Asia Pacific Electronic Security Business from Daehold Hinder (C), Incorporated, North Canton, OH, on April 5, 2021. Terms of the transaction were not disclosed. Further details are unavailable.

On December 17, 2020, sources stated that Convergit Technologies LLC, Schaumburg, IL, has acquired Innovative Medical Systems, Inc., Grand Rapids, MI, on December 4, 2020 and Smith Hardware, Inc., Aurora, IL, on December 2, 2020. With the acquisition, Innovative Medical Systems, Inc. and Smith Hardware, Inc. will now operate as a subsidiaries of Convergit Technologies LLC. Employees and management were retained. Terms of the transaction were not disclosed. Further details are unavailable.

On July 26, 2020, sources stated that Convergit Technologies LLC, Schaumburg, IL, has acquired T. L. Goshin & Associates, Inc., after Life Safety Solutions Integration, Mechanicsville, VA, on September 4, 2019. With the acquisition, T. L. Goshin & Associates, Inc. became a subsidiary of Convergit Technologies LLC. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

On January 21, 2020, sources stated that Convergit Technologies LLC, Schaumburg, IL, has acquired Spectrum Financial Systems, Inc., Morrisville, NC. With the acquisition, Spectrum Financial Systems, Inc. will now operate as a branch of Convergit Technologies LLC. Terms of the deal were not disclosed. Further details are unavailable.

KEN LOCHARTO: 2014-present active here

DAN MOORE: 2001-present active here

JIM BOUTWELL: Prior to joining Convergit, Jim worked at Siemens Building Technologies for 18 years where he was a Senior Vice President for the western region.

MIKE MADRS: Prior to Convergit, Mike held several positions at Electronic Controls over a 15-year career there.

SEAN FLINT: 2010-present active here. Sean served in leadership roles with Tyco/tycolet Global from 1995 to 2010. From 2010 to 2011, Sean served as the President of UTC Fire & Security.

AFFILIATE: The following are related through common principals, management and/or ownership.

Convergit Technologies, LP, Mountain View, CA, DUNS 8-820-8470. Commercial physical and biological research. Intercompany relations: Undisclosed.

Asia Management, L.P., Los Angeles, CA, formed 1999. DUNS 405211896. Operates as a provider of investment advice.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 11/28/2021

Business Information

Trade Name	(SUBSIDIARY OF CONVERGENT TECHNOLOGIES GROUP HOLDINGS INC, SCHAUMBURG, IL)
Description	Subsidiary of Convergent Technologies Group Holdings Inc, Schaumburg, IL, started 2001 which operates as security systems services provider As noted, this company is a subsidiary of Convergent Technologies Group Holdings Inc, Schaumburg, IL, and reference is made to that report for background information on the parent and its management. Provides security systems services, specializing in burglar alarm maintenance and monitoring (100%). Terms are Net 30 days. Sells to commercial concerns and government. Territory - International.
Employees	3,658. 125 employed here.
Financing Status	Secured
Financial Condition	Good
Seasonality	Nonseasonal
Tenure	Rents
Facilities	Rents 30,000 sq. ft. in a single story brick building
Location	Suburban business section on side street.

Related Concerns

SICNAICS Information

Industry Code	Description	Percentage of Business
7382	Security systems services	-
73829901	Burglar alarm maintenance and monitoring	-
NAICS Code	NAICS Description	
561621	Security Systems Services (except Locksmiths)	

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Associations

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Title	Status	Date Created
CONVERGENT TECHNOLOGIES LLC	D&B LiveReport D-U-N-S Number 02-964-0740	Tracked	04/18/2009
CONVERGENT TECHNOLOGIES LLC	Snapshot D-U-N-S Number 02-964-0740	Saved	07/18/2014
CONVERGENT TECHNOLOGIES LLC	D&B LiveReport D-U-N-S Number 02-964-0740	Tracked	03/26/2021
CONVERGENT TECHNOLOGIES LLC	D&B LiveReport D-U-N-S Number 02-964-0740	Tracked	03/26/2021

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: [View](#)

Account Number	Endorsement/Billing Reference * henry.kedzierski@convergent.com	Sales Representatives
Credit Limit 0	Total Outstanding 0	

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[All Government Financial Institutions](#)

D. Describe any green or environmental initiatives or policies.

Convergint is dedicated to developing a company culture where leadership and individual colleagues are committed to making responsible decisions. This ensures:

- The health and safety of our colleagues, customers, business associates, and the communities in which we operate
- The protection of our environment through responsible resource and waste management
- Sustainability by decision-making and company practices that integrates social, economic, and environmental considerations to meet present needs without compromising future generations

Convergint pledges to make continual, measurable improvements in our colleagues' health and safety, as well as the environmental aspects of our operations and services.



Environment | Convergint's policy is to operate environmentally soundly by ensuring that our processes and procedures support a common concern for the environment. Convergint takes steps to monitor our use of fuel, electrical energy, water, paper, and waste products. All Convergint colleagues and business associates are expected to operate facilities and equipment safely, resourcefully, and in an environmentally friendly manner. Convergint colleagues ensure safe and efficient handling of our products, conserve and recycle our by-products, and minimize waste. All worksite assessments conducted by Convergint colleagues include consideration for the surrounding habitat.



Sustainability | Convergint is committed to excellence in providing a healthy and safe working environment and supporting environmentally sound practices in conducting security equipment maintenance activities. Using the Environmental Protection Agency (EPA) Energy Star standards as our guide, we seek efficient items for all equipment maintenance replacements or system upgrades. Whenever possible, Convergint will use Energy Star or green products and processes if those products meet OMNIA's members' primary security requirements.

E. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.



Convergint strives to foster a supportive, accessible, and inclusive environment. We recognize the critical importance of diversity in our workforce to reach our goal of being our customers' best service provider. To achieve this, Convergint has committed to the mission statement and supporting principles and initiatives below.

Inclusion and Diversity Mission Statement

To become the most equitable and inclusive global service provider by leveraging diverse talent and creating a culture where all colleagues can achieve their maximum potential.

Inclusion and Diversity Principles

- Foster an accessible environment in which all colleagues are recognized and valued
- Zero-tolerance policy for any form of intimidation, bullying, or harassment

- Promote inclusion, diversity, and equality in the workplace
- Expect and encourage all colleagues to treat everyone with dignity and respect
- Provide a safe space for anyone subject to discrimination to raise their concerns
- Ensure accessibility and inclusivity in all physical and digital workspaces, allowing colleagues to participate and work to their full potential



Convergint's Inclusion and Diversity Council (which includes Katelyn Wheeler and Yaruba Tate) visiting Howard University to speak with the Dean on hiring graduates from historically Black Colleges and Universities.

Inclusion and Diversity Initiatives

- Improve recruitment and hiring processes to be more diverse and inclusive in approach
- Create safe spaces for underrepresented groups to voice their experiences and concerns
- Review and audit employment practices, procedures, and diversity performance annually
- Evolve and leverage our values and beliefs to provide a foundation of inclusion and diversity across Convergint
- Ensure training, development, and progression opportunities are made available to all colleagues based on merit
- Consider diversity policies of current and potential partners in procurement decisions

Convergint has developed an **Inclusion and Diversity Council** as a working advisory body to Convergint leadership. The functions and responsibilities of the Inclusion and Diversity Council are as follows:

- Serve as a communication channel through which all colleagues can express ideas as they relate to inclusion and diversity issues
- Review Convergint's programs, policies, and initiatives, including strategic action plans, reports, and policy statements as they relate to inclusion and diversity
- Provide periodic updates on the Council's goals and progress to organizational leadership and all colleagues
- Provide advice and consultation to the Vice President of Inclusion and Diversity, Yaruba Tate, on the development and implementation of the organization's initiatives
- Ensure diversity, equality, and accessibility are considered in strategic management initiatives and that strategic planning is aligned with inclusion and diversity objectives
- Develop and support initiatives aimed at promoting inclusion and diversity
- Support all levels of leadership in their efforts to enhance and promote inclusion and diversity

Convergent Affinity Groups

- **Convergent Women Connect** – An affinity group that aims to evolve Convergent’s culture through advocacy, education, philanthropy, and visibility. Our goal is threefold: to increase the number of women and women leaders at Convergent, to lift the voices of underrepresented women, and make Convergent an inclusive environment for all women
- **Unify: A Black Affinity Group** – An affinity group that aims to help create a more inclusive work environment by providing education and support surrounding tough topics that affect Black colleagues, promoting a respectful workplace, and advancing internal and external diversity initiatives
- **Unidos: A Hispanic and Latinx Affinity Group** – An affinity group whose objective is to help create a more inclusive work environment by providing education and support surrounding challenging topics that affect Hispanic and Latinx colleagues
- **Disability Connect** – An affinity group whose purpose is to help make Convergent a more accessible, inclusive, and equitable place for colleagues with disabilities through advocacy, education, and increasing their visibility
- **AAPI Connect: An Asian American Pacific Islander Affinity Group** – An affinity group whose purpose is to help create a more inclusive work environment, provide a collective voice around shared issues or concerns, promote a respectful workplace, and advance internal and external diversity initiatives
- **Veterans Connect** – An affinity group whose purpose is to enhance the work environment for our Veterans, recruit and retain Veterans, and highlight the value of the Veteran skillset across Convergent



Diversity and Subcontractor Hiring Process

Convergent has a vigorous hiring process for tractors. To best utilize the full staffing contribution of each partner, all Convergent partners proactively submit candidates to create a qualified portfolio for each labor category. Convergent conducts a thorough candidate vetting process, including confirming qualifications and experience to satisfy labor category requirements and ensuring candidates have the proper clearance to perform the work. The selection of the most qualified candidates to meet specific customer requirements is determined using a range of attributes, including skill, fit, experience, and cost. Convergent has established corporate

infrastructures with flexible management structures to respond to all projects by providing specialized expertise and increased workload for urgent, time-critical requirements.

Convergent subcontractors are chosen for their history of acquiring and maintaining adequate staffing levels and maximizing retention.

Convergent has experienced the benefit of working with locally owned businesses within our employee and customer areas. Convergent personnel live and work in the local communities where the OMNIA members maintain facilities and operations. From our perspective, this is mutually beneficial for all involved.

Convergent understands how difficult it can be for a small business with good people and service culture to connect with larger organizations. Convergent designed a Subcontractor Diversity Program to make it easier to contact the right people within North American office locations. At Convergent, every potential minority provider is evaluated based on meeting the following requirements:

- Be certified as a minority, women, or disabled-owned for-profit business enterprise which is at least 51% owned, operated, and controlled by US citizens who belong to any of the following groups: women, African American, Asian American, Hispanic American, Native American, or disabled American
- Have a minimum three-year business history
- Meet above-average quality standards
- Offer competitive pricing on goods and services
- Provide value-added products and services
- Meet insurance and indemnification requirements
- Provide at least three (3) customer references

F. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

G. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Convergent has relationships with and utilizes subcontractors for many labor categories in locations across the nation. Convergent subcontractors are chosen for their history of acquiring and maintaining adequate staffing levels and maximizing retention.

Convergent understands how difficult it can be for minority-owned businesses to connect with larger organizations. Convergent designed a Subcontractor Diversity Program which is detailed in our response to question “TAB 3 – PERFORMANCE CAPABILITY, A., 3.1, E.”





Inclusion & Diversity Mission Statement

To become the most **equitable** and **inclusive** global service provider by leveraging diverse talent and creating a culture where all colleagues can achieve their maximum potential

Inclusion & Diversity Principles	Inclusion & Diversity Initiatives
<ul style="list-style-type: none"> » We foster an accessible environment in which all colleagues are recognized and valued. » We have a zero-tolerance policy for any form of intimidation, bullying, or harassment. » We believe it is Convergent’s corporate responsibility to promote inclusion, diversity, and equality in the workplace. » We expect and encourage all colleagues to treat everyone with dignity and respect. » We provide a safe space for anyone who has been subject to discrimination to raise their concerns. » We ensure accessibility and inclusivity in all physical and digital workspaces, allowing colleagues to participate and work to their full potential. 	<ul style="list-style-type: none"> » Improve recruitment and hiring processes so that we are more diverse and inclusive in our approach. » Create safe spaces for underrepresented groups to voice their experiences and concerns. » Review and audit employment practices, procedures, and diversity performance annually to ensure alignment with our principles. » Provide education and training on Inclusion & Diversity to all colleagues. » Evolve and leverage Values & Beliefs to provide a foundation of Inclusion & Diversity across Convergent. » Ensure training, development, and progression opportunities are made available to all colleagues based on merit. » Regularly review all our employment practices and procedures so that fairness is always maintained. » Consider diversity policies of current and potential partners in procurement decisions.

H. Describe how supplier differentiates itself from its competitors.

Convergint provides vital differentiators that set us apart from our competitors; some of them are outlined in the table below.

Our Differentiators	
Nationwide Footprint 	Our presence provides OMNIA members with available, certified, trained, and experienced technicians to support their contracts.
Certified Personnel 	OMNIA members gain access to over 1,200 active Convergint field personnel with recent and relevant experience supporting the government.
Safety First 	Convergint culture is founded on safety, with mandatory safety training performed every week for colleagues across the company.
Product Expertise: The Premier Security Systems Integrator 	Convergint is the world's largest VAR of Lenel, Software House, Genetec, and Avigilon. We leverage our status as the largest independent security systems integrator to negotiate aggressive pricing from our manufacturers, which allows us to provide OMNIA members with exceptional value.
Unique Tools Such as iCare 	iCare is Convergint's web-based portal promoting transparency, improving customer service, and reducing cost through operational efficiencies. iCare is a fully integrated tool connected to all aspects of the Convergint enterprise, from schedulers to technicians in the field.
Federal, State, and Local Experience 	Convergint has the highest security, IT, and building integration occurring today. Convergint has been named the 2021 #1 Systems Integrator of the year by SDM Magazine for the Fourth Year in a Row.
Our People 	We are the fastest growing and leading security integrator because of our people. In a recent colleague survey, 97.5% of our colleagues believe that Convergint is a great company to work for, and 99.5% believe the future at Convergint is excellent.

I. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Convergint is proud of our high ethical standards and strong customer service focus. There are no pending or threatened claims reasonably likely to have a materially adverse effect on our financial stability.



Joanna Cornwell
1 Commerce Dr, Schaumburg, IL 60613
joanna.cornwell@convergent.com
847-380-2118

Re: Litigation involving Convergent Technologies LLC

Dear Sir or Madam:

As a worldwide organization with 150 locations and over 6,000 colleagues, we have a number of insurance claims and litigation matters pending at any given time. However, neither the number nor the nature of currently pending (or past) insurance claims or litigation matters are unusual for a company of our size and there are no pending or threatened claims reasonably likely to have a materially adverse effect on our financial stability.

We are proud of our high ethical standards and our strong customer service focus, which have contributed to Convergent being named SDM #1 Systems Integrator in North America 2020.

If you have questions or additional information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanna Cornwell".

Joanna Cornwell
Assistant Secretary



- J. Felony Conviction Notice: Indicate if the supplier**
- a. is a publicly held corporation and this reporting requirement is not applicable**
 - b. is not owned or operated by anyone who has been convicted of a felony**
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions**

Convergint indicates “b. is not owned or operated by anyone who has been convicted of a felony.”

- K. Describe any debarment or suspension actions taken against supplier.**

Convergint has not had any suspensions or debarments applied to our organization in the company’s history.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.**

Please see Convergint’s response above in “TAB 2 – PRODUCTS/PRICING, iii.”

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

Convergint has well-established business processes across our distribution partner base. As standard practice, Convergint’s key distributor manufacturing partners are in constant communication with updates on existing inventory levels and general information on any product families potentially being impacted by supply disruptions. Convergint continually reviews the potential for product shortages and supply chain stability to be proactive rather than reactive. With the help of our distribution partners, Convergint stays informed on the assembly and factory locations to help us understand where potential delays might be occurring due to work restrictions or logistics delays arising outside of the US. Convergint monitors which suppliers may face shortages, based on raw material and components to full assemblies and even possible logistics delays, such that scheduling can be re-aligned as necessary. Convergint and its major partners have not faced any significant product supply disruption during our long-standing relationships.

Convergint seeks continuous improvement regarding our product supplier partners, works with partners that exhibit social responsibility related to their manufacturing operations, and has communicated at both the product and corporate level. Convergint project teams regularly coordinate activity across various locations with product vendors. Key product partners hold regularly scheduled business review meetings with Convergint’s leadership to discuss supply chain procedures.

All products and services will be offered under the Master Agreement, including US Territories and Outlying Areas.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.**

Convergent has a strict compliance policy ensuring all proposals are reviewed for compliance before submission to OMNIA members. This process ensures that each OMNIA member obtains the proper pricing, that Convergent reports all sales under the contract each month, and that Convergent remits the proper administrative fee to OMNIA.

Each proposal is tracked, and each quarter, the Convergent Contract Vehicles Team conducts an internal self-audit to ensure all awards are reported and all proposals reviewed.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Convergent is a product agnostic integrator. As such, each manufacturer listed in our catalog will be responsible for processing, shipping, and handling to Convergent or, in some cases, the end-user. Additionally, in the rare instances in which Convergent does ship items to an end-user, United Parcel Service (UPS) or Federal Express (FedEx) are the preferred shipping companies.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Convergent has 70+ CTCs in the US. Each CTC has its own warehouse/storage facility for standard parts. Convergent warehouses are typically stocked with products designated for scheduled or ongoing installation projects and service contracts. We do not stock products that are not tagged to a current project or service contract; instead, we are fortunate to work with a wide range of product partners and distribution channel partners that maintain a steady supply of products. All Convergent service trucks keep a stock of standard parts that can be utilized quickly for a service call. If parts that need to be replaced are not on the service truck, the service technician is authorized to go to a Convergent warehouse to obtain what is necessary to get the job done.

Convergent is product agnostic, which means we are not limited by selling any single product. We offer an array of product choices by teaming up with our product partners to create solutions tailored to our customers' needs.



3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

Convergent acknowledges this requirement.

ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

With an annual training budget of approximately \$20M, Convergent invests in its sales colleagues to become experts on products and services. A portion of our overall training budget is allocated for the learning curriculum associated with our SLED Team. This includes, but is not limited to, programs targeted for sales, operations, and service colleagues related to cooperative purchasing programs, such as OMNIA.

- **SLEducation Training Sessions** – Tailored content specific to our dedicated SLED Account Executives working with cooperative purchasing programs such as OMNIA, including the sales process, best practices, updates on tools, proposal management, and member testimonials
- **Compliance Training** – Via webinar or on-site, Convergent's dedicated Contract Vehicles Team has extensive training programs on the importance of compliance related to cooperative purchasing programs such as OMNIA. We have instructional webinars, videos, demos, and numerous documents designed to keep all colleagues following the processes and procedures outlined in the contract
- **New Hire Orientation** – All Convergent new hires attend an orientation session that includes an overview of OMNIA, the sales process, tools, resources, marketing, and compliance
- **SLED Road Show** – Every year, as a part of our sales annual business planning, our SLED Team identifies key geographies and field offices targeted for growth with resource and infrastructure investments. Our SLED Team mobilizes on site with the local field office for two (2) full days of training, including sales process, tools, resources, marketing, and compliance. The goal of the SLED Road Show is to spread awareness of contract vehicle cooperatives and provide visibility, which we believe leads to more cooperative sales



- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**
- i. Creation and distribution of a co-branded press release to trade publications**
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days**

Convergint understands the importance of marketing the OMNIA contract. Critical to any marketing campaign is a focused and concerted strategy in the objective, approach, and implementation of the tactics to meet one's overall goals. Convergint will execute a direct marketing plan targeting existing and potential customers by utilizing multiple digital and media channels, including web and email marketing components on Convergint's website. We will continue to offer direct marketing for OMNIA Partners and complete the leg work necessary to bring the new work to the contract.

Within the first 90 days, Convergint will implement a marketing plan designed to reach new and existing customers consisting of using, but not limited to, the following strategies:

- A co-branded press release will be created and distributed
 - Sent on the wire and to trade publications (advertisement of contract in regional or national publications)
 - Added to the Convergint.com news section
 - Will appear on the Convergint.com homepage
- Our Convergint Sales and Leadership Team's internal announcement will include an updated marketing kit consisting of a co-branded OMNIA Partners brochure, selling points, and sales execution strategies
- Updated co-branded press release through a digital marketing campaign on LinkedIn, Twitter, Instagram, YouTube, etc.
- Outbound activity models that leverage our Sales Development Representatives, including email and appointment setting campaigns
- "Professional associations for cooperative purchasing" advertisement in regional and national publications
- Updated dedicated OMNIA internet web-based homepage with points of contact, contract information and services offered, customer-specific value proposition, and marketing materials
- Visibility and outreach through active participation in National and Regional conferences, including conferences held by the National Institute of Government Purchasing (NIGP), National Procurement Institute (NPI), Association of School Business Officials (ASBO), Association of Public Procurement Officials (APPO), etc.
- Demand generation through Convergint customer forums and webinars, specifically including cooperative purchasing power information, which highlights our OMNIA program



Convergent's updated, dedicated OMNIA Partners webpage.
www.convergent.com/convergent-omnia-partners/

A thorough marketing plan considers the customer's decision-making process and outlines the most effective communication methods. Convergent successfully deployed a strategic marketing plan for our current OMNIA contract (awarded in 2017), allowing significant reach, visibility, and branding. Through this successful deployment, we added 124 new customers for OMNIA. Convergent's strategic marketing plan is based upon the following principles:

- A thorough understanding of OMNIA, industry drivers, business objectives, and operational issues
- A sales-ready organization well-educated on the OMNIA program, the benefits to our customers, and the tools for strategic sales execution planning
- Defining metrics to achieve results
- Ability to receive, analyze, distribute, and execute lead generation from marketing/lead generation programs

To ensure open communication between Convergent and OMNIA, monthly calls are held to discuss business, sales, marketing, and event updates. During a typical meeting, the Convergent Contract Vehicles Team and the Convergent Senior Director of Business Development, Richard Shook, meet with the OMNIA's Partner Development Manager and OMNIA's Vice President, Judd Conner, to go over products and services updates, as well as contract updates. Convergent and OMNIA go over industry trends and sales, such as year-over-year growth, monthly performance, and business in the pipeline. In addition, the teams discuss marketing campaigns, event and trade show planning, and training to drive business. Below is an outline of a typical agenda for this monthly meeting.

Agenda:

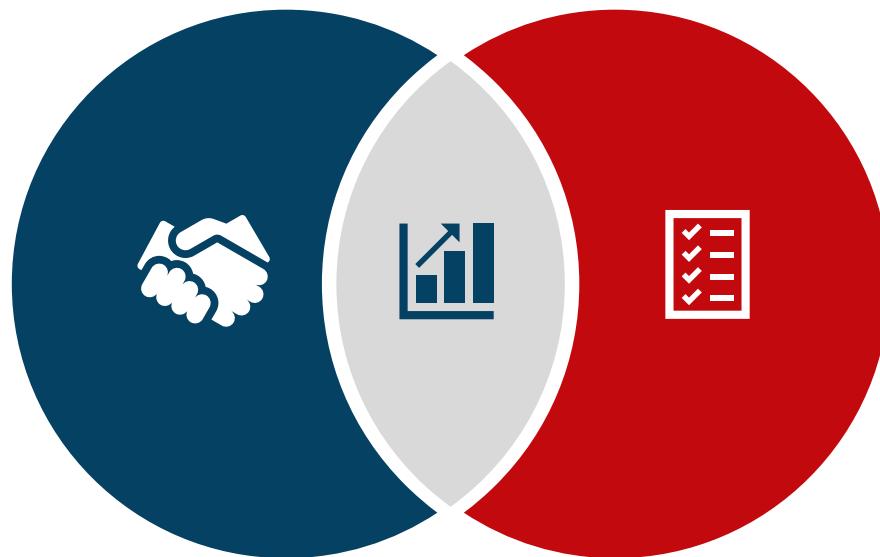
- Business Updates
 - Products/services, contract updates
 - Industry trends, organizational changes, etc.
- Sales Updates
 - Year-to-date (YTD), variance, monthly performance
 - Tracking of initiatives
- Marketing Updates
 - Campaign updates – past and upcoming
- Events/Training
 - Trade shows/industry events
- Training for dealers/representatives, etc. – past and upcoming

Our goal is to position OMNIA to gain targeted accounts and new business. Convergent will work with OMNIA to determine how we can market the contract effectively and efficiently to continue this mutually beneficial and successful partnership.

iv. **Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**

Convergent currently attends and participates with OMNIA at various national, regional, and supplier-specific trade shows and conferences throughout the US as requested. Convergent colleagues across the country actively work directly with OMNIA to identify specific trade shows available for both parties. This will not change with the new Master Agreement put in place. Convergent has identified multiple trade shows and conferences actively working with OMNIA. For example, in California, the CA Association of Public Procurement Officials, Inc. trade show will be attending at the end of January.

Over 75 trade shows were identified nationally and regionally by Convergent sales colleagues. Due to the pandemic, many of the locations and dates are still “to be determined” (TBD). The below table identifies the trade shows for the first quarter of 2022.



Convergent Value

Convergent customers **pay less** for products and **save time** by leveraging contract vehicles. This streamlined procurement method is used by public entities to purchase goods and services at a **pre-negotiated price**.

In support of our state, local, and education customers, Convergent’s team of government experts works alongside each local office to **provided solutions and services** with total contract compliance.

First Quarter Trade Shows		
Trade Show Name	Location	Dates (2022)
OMNIA Partners Connections 2022	TBD	TBD
CA Association of School Business Officials	Sacramento, CA	Mar 29 – Apr 1
CA Association of Public Procurement Officials, Inc.	Pasadena, CA	Jan 30 – Feb 2
FL Educational Facilities Planners Association Winter Conference	Palm Coast, FL	Mar 2 – 4
National Association of College & University Food Services –Continental/Pacific Region Conference	Reno, NV	Mar 1 – 3
National Association of College & University Food Services – Mid-Atlantic/Northeast Conference	Norfolk, VA	Mar 21 – 23
National Association of College & University Food Services – Midwest Region	St. Louis, MO	Mar 7 – 9
National Association of College & University Food Services – Southern Region	Las Cruces, NM	Mar 28 – 30
PA Association of School Business Officials 67th Annual Conference	Hershey, PA	Mar 8 – 11
Public Purchasing Association of North Central TX	Grapevine, TX	Feb 23
SC Association of Governmental Purchasing Officials	TBD	Mar 29
TX Association of School Administrators Midwinter Conference	Austin, TX	Jan 30 – Feb 2
TX Association of School Business Officials Annual Conference	Grapevine, TX	Feb 28 – Mar 4

- v. **Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners**

Convergent acknowledges these requirements and is committed to participating in and attending national and regional conferences and reasonably assisting in the overall promotion and marketing efforts for the NIGP Annual Forum.

- vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**

Convergent acknowledges these requirements and is committed to working with OMNIA to design and publish national and regional advertising in trade publications throughout the term of the Master Agreement.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Convergint will continue to work with OMNIA to maximize our contract's growth mission. Our collective effort consists of having the following mutual goals:

- Co-authored marketing and branding
 - Example: Convergint and OMNIA collaborating on strategic industry events and targeted trade associations
- Industry-specific strategic initiatives with Convergint and OMNIA for joint business development
 - Example: Leverage grants and funding programs with OMNIA as the preferred procurement method
- Joint legislative efforts to capture State Contracts leveraging OMNIA as the Participating Addendum (PA)
 - Example: Convergint's Utah State Contract with OMNIA as the PA

Real World Example:

In 2020, Convergint leveraged our existing OMNIA Partners contract to create a PA State Contract with the State of Utah.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- **OMNIA Partners standard logo**
- **Copy of original Request for Proposal**
- **Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier**
- **Summary of Products and pricing**
- **Marketing Materials**
- **Electronic link to OMNIA Partners' website including the online registration page**
- **A dedicated toll-free number and email address for OMNIA Partners**

Convergint has updated its dedicated OMNIA Partners website.
www.convergint.com/convergint-omnia-partners/.

Please see graphic below of the website.

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners Proposal for RFP 22-07 Facility Technology Integration & Security System Services

How does it work?

OMNIA Partners offers competitively-solicited RFPs utilizing the best public procurement procedures. This ensures maximum value, absolute security, and full compliance with local, state, and federal procurement laws and guidelines. Download the brochure to learn more.

- Original Request for Proposal - R170502
- Original Request for Proposal - R170401
- Copy of Master Agreement - R170203
- Copy of Master Agreement - R170601
- Renewal - R170502
- Renewal - R170401
- Products/Services offered
- OMNIA partners website

OMNIA technology partners

Under the OMNIA Partners' contract, Convergent offers products from top security, fire, and communications partners, such as Alertas, Avigilon, Axis Communications, Blackpoint Cyber, Dragonfruit, Edwards (EST), Exsec, Genetec, Lenel, Panasonic, SecuriThings, and Software House.

What does it include?

- Video surveillance
- Intrusion detection
- Fire alarm & life safety
- Perimeter protection
- Identity management
- Digital transformation
- Access control
- Mass notification
- Cybersecurity

[DOWNLOAD OMNIA BROCHURE](#)

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

OMNIA's contracts are Convergent's primary contracts where states do not require procurement through a state contract or a state-sponsored cooperative. Convergent works diligently to inform existing public agency customers of the benefits of leveraging OMNIA's contracts. Our Regional SLED Business Development Team engages in joint business development activities with the Omnia Partners Regional Managers to proactively promote the adoption and usage of our OMNIA contract. Recent examples of success as a result of these efforts include Santa Clara County, Knoxville Public Building Authority, and Bexar Appraisal District to name a few.

This marketing process is detailed in our response in "TAB 3 – PERFORMANCE CAPABILITY, 3.3, A. and B."

Convergent Current Cooperative Contracts (Regional and National)		
Sourcewell Contract 030421-CTL	NCPA Contract 12-15	NASPO Contract 4400018450
State of Alabama Contract	State of Georgia Contract	State of Hawaii Contract (NASPO)
State of Kansas Contract PA (Sourcewell)	State of Louisiana Contract PA (Sourcewell)	State of Massachusetts Contract
State of Minnesota Contract	State of New York Contract	State of North Carolina (NASPO)
State of Tennessee Contract	State of Utah Contract PA (OMNIA)	State of Utah Contract
State of Washington Contract	State of Connecticut Contract	

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.**

Convergent acknowledges this requirement and agrees to provide and ask permission regarding logo usage.

- E. Confirm Supplier will be proactive in direct sales of Supplier’s goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier’s sales initiatives should communicate:**
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
 - ii. Best government pricing**
 - iii. No cost to participate**
 - iv. Non-exclusive**

Convergent acknowledges this requirement. Our OMNIA sales initiatives have, and will continue to, include the above information.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**
- i. Key features of Master Agreement**
 - ii. Working knowledge of the solicitation process**
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
 - iv. Knowledge of benefits of the use of cooperative contracts**

Convergent confirms we will continue to train our sales colleagues on the Master Agreement. Convergent will educate our dedicated sales colleagues on contract vehicles' proposal process and requirements. SLEducation training sessions provide training detailing both the bid/proposal and reporting requirements necessary by the OMNIA contract. SLEducation training curriculum is grouped into four (4) main learning categories:



In addition, Convergent is holding an annual sales conference in March of 2022. All sales and operations colleagues will learn about the new contract implement best practices. After this presentation, the Regional Business Development Managers will work with Account Executives across the nation to qualify and examine opportunities we can bring to OMNIA while leveraging the existing customer base OMNIA currently holds.



2019 SLEducation training session participants.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Mike Mathes
Executive Vice President
mike.mathes@convergent.com
714-546-2780

Vincent Piau
Executive Director
vincent.piau@convergent.com
301-641-9616

ii. Marketing

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergent.com
443-433-6815

iii. Sales

Richard Shook
Senior Director of Business Development
richard.shook@convergint.com
404-867-0111

iv. Sales Support

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergint.com
443-433-6815

v. Financial Reporting

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergint.com
443-433-6815

vi. Accounts Payable

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergint.com
443-433-6815

vii. Contracts

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergint.com
443-433-6815

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Convergint has 500+ Account Executives and sales colleagues in the US to market this contract to customers. Of those Account Executives, 100 are engaged in the SLED market sector and actively selling contract vehicles to current and prospective customers.

The highest-level executive in charge of the Convergint SLED Sales Team is:

Richard Shook
Senior Director of Business Development
richard.shook@convergint.com
404-867-0111

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Convergint has a thorough understanding of our customers, their industry drivers, business objectives, and operational issues. We have a sales-ready organization well educated on the OMNIA program, the benefits to our customers, and the tools for strategic sales execution.

Convergint plans to specifically increase our state and local market share by differentiating itself from the competition, by knowing target customers, and finally by promoting OMNIA within Convergint and to current customers. Convergint will publish press releases, conduct direct marketing campaigns, and use trade show representation to increase our overall OMNIA sales. Finally, per our organizational structure within Convergint, the Regional Business Development

Managers will educate and support our many sales personnel on the nuances of the OMNIA contract to further promote and drive sales.

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Critical to any national initiative is ongoing coordination and collaboration between marketing and sales. Convergent understands the importance of marketing the OMNIA contract. For more details regarding Convergent’s ongoing coordination of marketing and sales efforts, please see “TAB 3 – PERFORMANCE CAPABILITY, 3.3, A. and B.”

- J. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Please see the table below for Convergent’s public agency sales figures for 2020. We ask that OMNIA notify Convergent before reaching out to key contacts. We would like to alert key contacts to expect and respond to any communication from OMNIA.

Public Agency Sales & Key Contacts		
Customer Name	2020 Sales	Key Contact
Dallas County Community College District, TX	\$10,931,082	Keith Clicque, Police Lieutenant 214-378-1653
Douglas County School District, CO	\$4,682,943	Mark Brown Information Technology Program Manager 720-433-1011
Orange County Public Schools, FL	\$3,846,503	Mark Davis, Deputy Manager, Construction 407-317-3700
Hillsborough County, FL	\$2,996,503	Hal Friend, Security Manager 813-274-6722
Palm Beach County Schools FL	\$2,957,115	Tim Woodruff, Senior Project Administrator 561-882-1932
MAIZE United School District 266, KS	\$2,518,698	Richard Bell, Assistant Superintendent Personnel and Operations 316-350-3021
State of Georgia (Multiple Agencies)	\$2,394,207	Ralph Velez, Director of Security Operations at Atlanta Public Schools 404-802-3544
Texas State University	\$1,611,340	Robert Peavy, Network Technician 512-332-6576

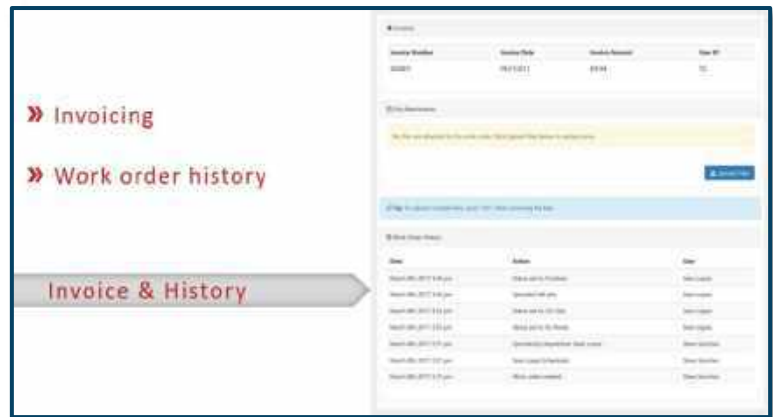
**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

University of Texas Southwestern Medical Center	\$1,397,182	Edward Donoho, Technical Operations Supervisor 214-648-2603
Gresham School District, OR	\$1,369,368	Terry Taylor, Director of Facilities 503-258-4700

K. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.



Order management for OMNIA members is managed via Convergent’s iCare platform. Invoices are available for review by OMNIA members (based on permissions) at any time. Additional proposals initiated during the project by OMNIA members are also recorded in iCare. Transparent updates on proposal statuses are available to the project team at any time, creating accountability and timely responses, as well as a full detailing of project costs from start to finish.



The information included in iCare’s reporting tools for invoicing consists of the total value of invoices, number of invoices, and average spend per invoice. iCare shows reporting of invoicing, but the invoicing itself is done through Spectrum (Convergent’s accounting and invoicing software platform). A service coordinator or project coordinator enters all invoicing.

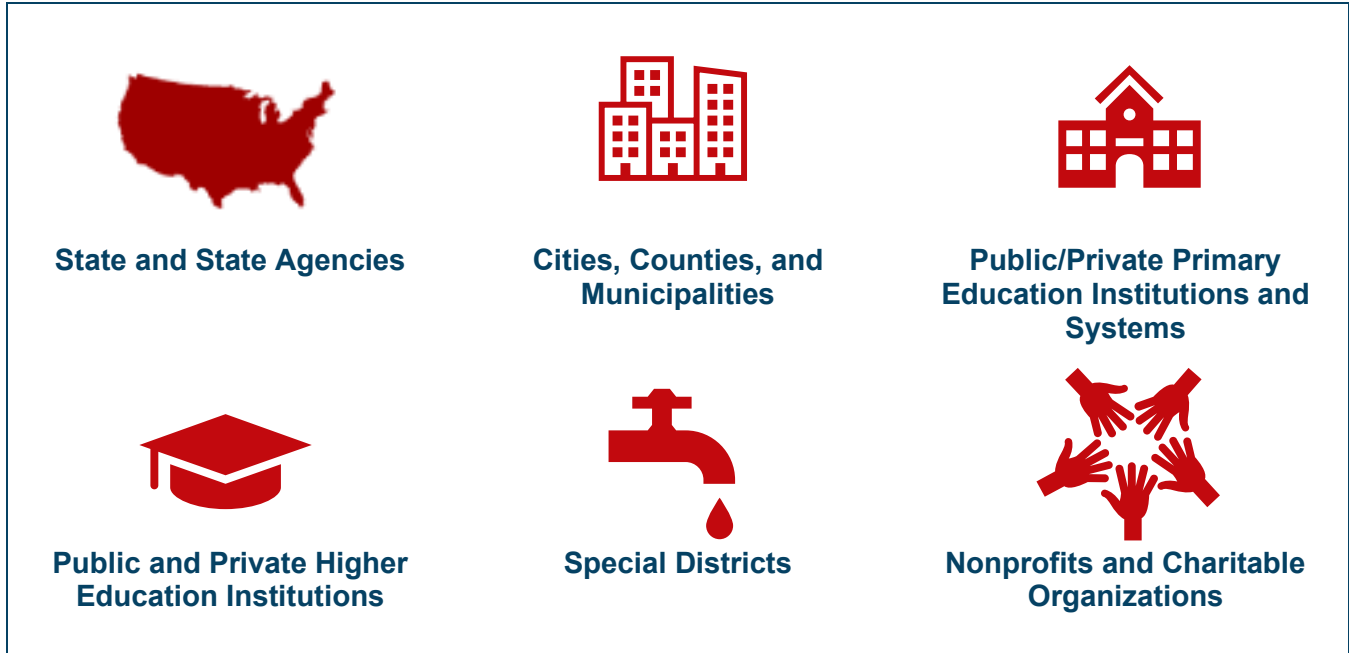
Convergent has several options for invoicing, including monthly, quarterly, semi-annual, and annual invoicing. We will work with OMNIA members to develop the best way to invoice based on their requirements. Convergent recommends semi-annual invoicing for Convergent Service Plans (CSPs). Convergent can provide electronic invoices in portable document format (PDF).

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

Contract Sales	
Year	Guaranteed Contract Sales
One	\$7,000,000.00
Two	\$8,500,000.00
Three	\$12,000,000.00

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Convergent is proposing a 2% administrative fee.



M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners)
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners)
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA)
 - a. This is the preferred option and is used whenever possible. The proposal is submitted to the OMNIA member following the Convergent compliance review process and Master Agreement terms and conditions review.
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, the Supplier may respond with lower pricing through the Master

- Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA under the Master Agreement
- a. We propose lower pricing for the benefit of the customer. In this option, the strategy is to maintain a competitive edge (or honor historical pricing) by offering lower than the standard Master Agreement not-to-exceed pricing. The proposal is submitted to the OMNIA member following the Convergent compliance review process and Master Agreement terms and conditions review.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA)
 - a. If the public agency refuses to utilize the Master Agreement, standard Convergent pricing would be proposed, and the standard RFP process would be followed.
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal
 - a. This option is only provided upon customer request to offer the customer options for procurement. Proposal leveraging the Master Agreement is submitted to the member following the Convergent compliance review process and Master Agreement terms and conditions review.

Real World Example: Orange County Public Schools (Florida)

In August 2016, Orange County Public Schools issued an RFP 1608-171 for Enterprise Video Management System Integration where the video solution was not specified. Convergent proposed the Avigilon platform and was selected as the sole provider for video and access control design, installation, consultation, service, and support. Convergent ranked the highest in their RFP evaluation scoring rubric, presented to the School Board and was subsequently awarded a five-year inclusive contract. Our contract with Orange County Public Schools includes a 10% minority/women-owned business enterprise (MWBE) and local developing business (LDB) goal requirement, and we include another 3% veteran business enterprise (VBE) performance, which we meet and exceed with our teaming partners. Regular disadvantaged business enterprise (DBE) progress reports are required of Convergent by the schools. Convergent supports their access and video system of 5,000+ cameras at 130 schools and facilities.

- ii. **The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.**

Please see Convergent's signed Appendix B, Terms and Conditions Acceptance Form located in "TAB 1 – a."

- iii. **Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

Please see the following pages for the completed Appendix D - Exhibits F and G, respectively.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that is consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)), and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity.

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a) (1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version August 12, 2021

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES WU Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES WU Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES WU Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES WU Initials of Authorized Representative of offeror

Version August 12, 2021

**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is

Version August 12, 2021

**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MM Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is

Version August 12, 2021

**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Convergent Technologies LLC

Address, City, State, and Zip Code:

1 Commerce Drive, Schaumburg, IL 60173

Phone Number: 714-546-2780 ext 6441

Fax Number: (714) 546-2457

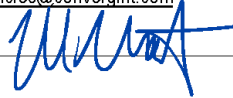
Printed Name and Title of Authorized Representative:

Mike Mathes, Executive Vice President

Email Address:

mike.mathes@convergent.com / contractvehicles@convergent.com

Signature of Authorized Representative: _____



Date: _____

01/03/22

Version August 12, 2021

Appendix D, Exhibit G. New Jersey Business Compliance

DOC #1 Ownership Disclosure Form

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Convergent Technologies LLC

Organization Address: One Commerce Drive, Schaumburg, IL 60173

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
DG Investment Intermediate Holdings 2, Inc.	One Commerce Drive Schaumburg, IL 60173

Version August 12, 2021

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

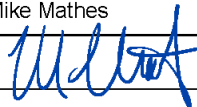
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	N/A

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
DG Investment Intermediate Holdings 2, Inc.	One Commerce Drive Schaumburg, IL 60173

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Mike Mathes	Title:	Executive Vice President
Signature:		Date:	01/03/22

DOC #2 Non-Collusion Affidavit

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

Version August 12, 2021

NON-COLLUSION AFFIDAVIT

Washington
State of ~~New Jersey~~
County of King

ss:

I, Mike Mathes residing in Sammamish
(name of affiant) (name of municipality)
in the County of King and State of Washington of full
age, being duly sworn according to law on my oath depose and say that:

I am Executive Vice President of the firm of Convergent Technologies LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

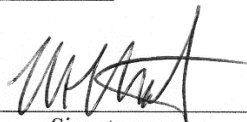
entitled Solicitation Number 22-07, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the OMNIA and
Region 4 ESC relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

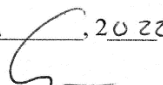
I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Convergent Technologies LLC.

Subscribed and sworn to

before me this day



Signature

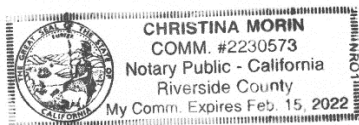
Jan 3, 2022


Mike Mathes
(Type or print name of affiant under signature)

Notary public of California

My Commission expires Feb 15, 2022

(Seal)



DOC #3 Affirmative Action Affidavit

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Convergent Technologies

Street: 1 Commerce Drive

City, State, Zip Code: Schaumburg, IL 60173

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____


Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

01/03/22
Date

 , Executive Vice President
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Version August 12, 2021

CO= AV05446
 U= AV05446

EQUAL EMPLOYMENT OPPORTUNITY
 2018 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. CONVERGINT TECHNOLOGIES LLC
 1 COMMERCE DRIVE

SCHAUMBURG, IL 60173

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO :029640740 EIN :364444520

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 221330 Steam and Air-Conditioning
 Supply

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SG OFFICIALS & SGRS	1	1	29	0	0	0	0	0	0	0	0	0	0	0	0	31
FIRST/SECOND OFFICIALS & MGRS	9	2	183	7	0	3	0	1	42	2	0	1	0	0	1	251
PROFESSIONALS	33	4	332	17	0	7	0	6	55	5	0	4	0	0	2	465
TECHNICIANS	136	3	826	66	0	31	0	20	17	1	0	2	0	0	1	1103
SALES WORKERS	8	3	208	7	0	4	0	5	33	1	0	2	0	0	0	271
ADMINISTRATIVE SUPPORT	6	25	42	3	0	0	0	3	190	21	0	3	0	0	10	303
CRAFT WORKERS	61	0	133	26	0	4	0	8	0	0	0	0	0	0	1	233
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	11	1	44	7	0	1	0	3	3	1	0	0	0	0	0	71
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	265	39	1797	133	0	50	0	46	340	31	0	12	0	0	15	2728
PREVIOUS REPORT TOTAL	204	28	1489	117	0	49	13	32	278	31	0	7	1	0	10	2259

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/01/2018 THRU 12/14/2018

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: ALISON KERBIS
 EEO-1 REPORT CONTACT PERSON: alison.kerbis
 EMAIL: ALISON.KERBIS@CONVERGINT.COM

TITLE: Benefits manager
 TITLE: benefits manager
 TELEPHONE NO: 8475858854

CERTIFIED DATE[EST]: 04/08/2019 05:24 PM

DOC #4 Political Contribution Disclosure Form

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Version August 12, 2021

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at [N.J.S.A. 19:44A-20.7](#)) are subject to the provisions of P.L. 2005, c. 271, s.2 ([N.J.S.A. 19:44A-20.26](#)). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See [N.J.S.A. 19:44A-8](#) and [19:44A-16](#) for more details on reportable contributions.

[N.J.S.A. 19:44A-20.26](#) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [[N.J.S.A. 19:44A-20.26\(b\)](#)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* [N.J.S.A. 19:44A-3\(s\)](#): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Version August 12, 2021

DOC #5 Stockholder Disclosure Certification

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

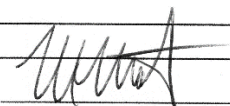
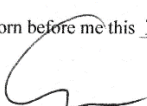
Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

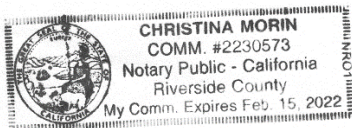
Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: DG Investment Intermediate Holdings, 2 Inc.	Name:
Home Address: One Commerce Drive Schaumburg, Illinois 60173	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>3</u> day of <u>Jan</u> , <u>22</u>	 (Affiant)
(Notary Public) 	<u>Mike Mathes, Executive Vice President</u> (Print name & title of affiant)
My Commission expires: <u>Feb 15, 2022</u>	(Corporate Seal)

Version August 12, 2021



DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

Version August 12, 2021

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation Number 22-07 Bidder/Offorer: Converjnt Technologies LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name		Relationship to Bidder/Offorer	
Description of Activities			
Duration of Engagement		Anticipated Cessation Date	
Bidder/Offorer Contact Name		Contact Phone Number	

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Mike Mathes

Signature: 

Title: Executive Vice President

Date: 01/03/22

DOC #7 New Jersey Business Registration Certificate

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

Version August 12, 2021



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CONVERGINT TECHNOLOGIES LLC

Trade Name:

Address: ONE COMMERCE DR.
SCHAUMBURG, IL 60173

Certificate Number: 1009358

Effective Date: August 11, 2003

Date of Issuance: October 15, 2018

For Office Use Only:

20181015110953594

DOC #8 EEOAA Evidence

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Mike Mathes Title: Executive Vice President

Signature:  Date: 01/03/22

DOC #9 MCBRIDE-PRINCIPLES

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-07 VENDOR/BIDDER: Convergent Technologies LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR
The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with these principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Mike Mathes, Executive Vice President

Print Name and Title

Date

01/03/22

Exhibit H

Version August 12, 2021

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>:

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANT'S PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA

CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR
 CITY OF TROUTDALE, OR

Version August 12, 2021

iv. Describe how Offeror responds to emergency requests.

Standard Service Level Agreement (SLA) – Response Times

Convergint's standard SLA is outlined below in the provided table. As described, these are our standard emergency response times. However, Convergint will work directly with OMNIA members to outline the exact requirements needed.

Convergint's iCare will give OMNIA members the ability to create preventive or on-request service work orders from one location for all facilities, including the ability to:

- Select work order priority (P1, P2, P3) and required response time
- Display site requirements specific to each site/location
- Provides real-time updates of work order information and status based on pre-programmed workflows set to meet the customer's communication requirements

The work order history in iCare includes time stamps of work order activity, parts ordered, a description of work performed, and a summary of invoicing and billing.

Standard Service Level Agreement – Definitions and Response Times			
Priority	Definitions	Phone	Response Time
Priority 1 (P1) – Emergency	A sudden, urgent, usually unexpected failure of the access control, video management system, or network connection(s) that compromises life safety, interrupts business operations or poses a significant risk of damage or loss to assets	2-Hour Acknowledgment	Within 4 hours (in-route) of call acknowledgment (24/7/365 – same-day response)
Priority 2 (P2) – Standard	A typical security system failure where non-critical functions, procedures, or resources are negatively impacted and has a moderate impact on overall security operations	4-Business Hours Acknowledgment	On-site within 12 business hours of call acknowledgment, a technician may be dispatched to arrive the next business day
Priority 3 (P3) – Scheduled	For a security system failure that is not time-sensitive and marginally increases in impact or inconvenience over time, a workaround is available.	4-Business Hours Acknowledgment	Resolution times are scheduled on an item-by-item basis

v. Describe Offeror's history and ability to meet service and warranty needs.

Service Requirements

Convergint can coordinate, plan, evaluate, control, and schedule activities to meet contract deliverables. Our Service Manager will delegate the authority to make day-to-day operational decisions. The team will ensure that deliverables are prepared following the contract and meet all

schedules outlined in the Statement of Work (SOW). Our service and maintenance approach incorporates eight (8) management principles:

Service and Maintenance Management Principles	
Flexibility	Meet changing requirements and situation
Adaptability	Manage simultaneous tasks and implement improvements
Scalability	Respond to OMNIA members' changing mission requirements
Responsiveness	Respond rapidly to OMNIA members tasking
Integration	Facilitate communication among personnel and the Customer
Responsibility	Empower all levels of management
Delegation of Authority	Enable effective decisions to be made at the lowest practical level and to provide real-time management information
Accountability	Provide personnel with clear objectives and well-defined performance and reporting requirements

Convergent's technical support contract approach incorporates many of the same elements we currently use on contracts, with suitable adaptations for new requirements in the SOW. Convergent employs a proactive service delivery approach that emphasizes regular testing and preventive maintenance of hardware and software, focusing on likely problem areas. Using software tools like iCare, we capture data that is analyzed and used to increase system performance and reliability.

Convergent provides security system preventive services for all systems and components following the manufacturer's recommendations and our Playbook to address areas that adversely affect system performance. Benefits to a proactive service delivery approach include:

1. Less system downtime and minimized impact on operations
2. Maintain and extend the lifecycle of installed systems and components
3. Consistent reporting and inventory of the installed devices
4. Increased service efficiency of proactive scheduled maintenance versus reactive emergency service calls
5. Lower overall service cost of regularly scheduled calls during regular business hours
6. It provides a methodology to manage product obsolescence

When completing a service call on-site, Convergent technicians conduct a routine inspection and repair of security system components. All replacement parts will be the same or better quality than the original.

Warranty

Please refer to "TAB 2 – PRODUCTS/PRICING, ix." for detailed warranty information.

vi. **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Convergint has over 70 locations in the US to support Omnia members. **Our standard hours of operation are Monday through Friday, 8:00 AM – 5:00 PM. However, our service technicians can be provided on an on-call 24/7 basis.** Upon notice of an issue, we will contact the OMNIA member to acknowledge and evaluate the problem and give an estimated arrival time.

iCare connects all aspects of the Convergint enterprise, from OMNIA members and their team to schedulers to technicians in the field. Convergint will leverage our 24/7/365 customer support experience, including fully staffed, prepared technical experts, to support on-site maintenance needs. Through our expertise in maintaining and documenting configuration changes utilizing iCare and managing the maintenance of all materials and their changes, reporting and approving changes to the government, OMNIA members will have a smooth maintenance and service program with total transparency from Convergint.

We use KPI metrics available in iCare, such as “first-time fix” and “average cost per call,” to drive our cycle of continuous improvement and cost-efficiency. Historically, our customers have gained at least a 25% improvement of KPIs over the first two (2) years of our engagements.

Convergint looks beyond the immediate problem to the wider implications. Service Coordinators (at least one per CTC) handle incoming calls, including service dispatching, tracking, and scheduling of calls. Service Coordinators also perform call status tracking and call changes, entering new sites, modifying existing sites, and handling general inquiries.

Additionally, Service Coordinators create and dispatch work orders in iCare daily to schedule planned maintenance and services, attend planning sessions, and conduct weekly service paperwork reconciliation. They also procure parts/materials for service work orders and provide Service Specialists with badging and access to customers' sites while ensuring the specialists have completed all customer-specific training before giving access.

Service Specialists will then diagnose, troubleshoot, repair, and replace defective parts and debug a substantial variety of systems for complex problems. They install projects, complete accurate and detailed service reports and inventory, provide custom systems integrations, detailed systems upgrade planning and execution, systems audit and consultation, and/or database management and manipulation. Service Specialists respond to all types of customer service calls, scheduled maintenance calls, and emergency and after-hours calls quickly.

Additionally, Service Specialists may install, configure, and support various network systems and equipment for assigned projects. Convergint Service Specialists ensure all service calls are executed according to Federal, State, and local regulations and company health and safety policies and procedures. Our Service Specialists kept up to date and informed on all company products, services, and policies and maintain product certifications while participating in ongoing training for products and procedures.

Convergint Value

Convergint's **Premium Service Center** is a dedicated support team with the purpose of providing exceptional service delivery for national customers. This white-glove approach results in a premium **customer service** experience using a **streamlined** work order process, ensuring that customers' critical priorities are met at the highest levels.

- vii. **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Please see our response in "TAB 2 – PRODUCTS/PRICING, xii."

- viii. **Describe Offeror's contract implementation/customer transition plan.**

Please our response in "TAB 3 – PERFORMANCE CAPABILITY, C. and I."

- ix. **Describe the financial condition of Offeror.**

Convergint is a privately-owned, fiscally solid business that has experienced consistent revenue growth over the past 20 years.

- x. **Provide a website link and describe any website's capabilities and functionality.**

Please see our website: www.convergint.com.

- xi. **Describe the Offeror's safety record.**

Safety is a core value of Convergint; no matter the priority or changing business focus, Convergint's commitment to safety shall not be compromised. Convergint is deliberate in focusing on safety, and every meeting and project starts with a safety review.

Convergint is committed to providing the tools, training, and programs to ensure all projects and service calls are completed with zero incidents or injuries. Convergint has a dedicated Safety Coordinator in each office under the direction of the National Safety Officer to support this culture and increase safety awareness among all colleagues.

Convergint's strong belief in workplace health and safety is supported by the following:

- Written health and safety programs
- Management's commitment and expectations of adherence to the program
- Colleague participation
- Resources to meet safety and health program requirements
- Project-specific Safety Activity Plans
- Weekly safety meetings for field supervisors and colleagues
- Hazard recognition and control
- Meeting contractor requirements of the Occupational Safety and Health Administration (OSHA) Process Safety Management of Highly Hazardous Chemicals
- Substance abuse programs, including pre-employment and random testing
- Graded and non-graded background checks

The safety and health of all personnel, whether they are a contractor, client employee, or member of the public, must receive primary consideration in all project phases, including planning, scheduling, and execution of the work.

Convergint's total recordable injury rate (TRIR) in 2020 was 0.72

xii. **Provide any additional information relevant to this section.**

Convergint's ability to deliver on OMNIA members' expectations is rooted in our ability to keep everyone informed. At Convergint, three valuable tools guide the way for communication and lasting success. The customer-specific Playbook is a co-authored document that ensures all installation and service-related work meets customer-specific needs. As part of the Playbook, Convergint and OMNIA members will co-develop Key Performance Indicators (KPIs) to identify metrics that can be used to promote continuous development.

OMNIA members will continue to have access to these three valuable tools that were designed to customize the experience, such as the following:

- **Convergint iCare** – Our web-based customer resource provides real-time, online access to your service and installation work orders, management reporting, and secured document sharing to allow easy collaboration between Convergint and our customers
- **Smartsheet and iTrac Project Management Platforms** – Our web-based project management platforms allow stakeholders to track progress and collaborate on highly complex projects efficiently
- **Convergint Customer Specific Playbook** – We have developed a formal process and associated documentation to ensure all installation and service-related work meets the specific needs of each of our customers

Convergint is a trusted partner by thousands of customers, with deep expertise in managing high-security projects. Convergint's expansive footprint gives customers the needed support to sustain the fast-paced industry with a local focus. Convergint works directly with the customer to understand their needs and preferences for projects. Convergint has multiple ways to do this based on OMNIA member needs. Listed below are a few options available to interested OMNIA members.



Convergint iControls (iControls) is a part of the Smartsheet® tracker, which is just one component of the Convergint Account Process that drives consistency within a program. Managing a high volume of actions and deliverables can become complicated when setting up and managing a large account. Program tracking is an essential component of Program Management, allowing Convergint and the customer to collaborate via the tracker and dashboards.

Program Management Experts

iControls enables program managers to implement a repeatable project delivery process. Convergint takes a programmatic approach in large account management to ensure consistent communication and performance during projects.

The Program Manager is responsible for:

- Maintaining accountability for the delivery of every project and service engagement
- Overseeing and supporting Convergint project managers and service delivery teams by implementing processes, communicating expectations, holding the teams accountable, and escalating issues for timely resolution
- Providing timely and effective communications
- Ensuring efficiency in planning
- Driving successful service delivery to help customers keep their facilities safe and secure

iControls Solutions

Convergent has an experienced and dedicated team of iControls leaders. They focus on a consistent delivery process implemented via Smartsheet using a blueprint. The solution automatically generates project-level tools and dashboards based on intake values, including a default schedule for every project. It creates greater visibility regarding project delivery for programs. iControls also makes it easier to share and track project and program values through the lifecycle of projects and the overall program.

Benefits and Value

Convergent's iControls experts prioritize the following values when implementing program management solutions:

- **Communication** – When leading Convergent's efforts through a program, the Program Manager's and Lead Account Executive's primary role is to focus on communication
- **Collaboration and alignment** – iControls enables effective business reviews and allows Convergent to be more collaborative and aligned in the program approach



Convergent iTrac is a customer-facing project delivery tool that provides workflow implementation and demonstrates actual project achievement. OMNIA members can track and report on project activities using iTrac, Convergent's own project tracking tool made available license-free to all customers. OMNIA members can customize required workflows in iTrac to ensure requirements are put in front of the colleagues performing the work. iTrac will provide the accountability and transparency needed to complete projects successfully.

iTrac Features and Benefits

- License-free
- Workflow Implementation
- Installation Tracking
- Commissioning Standards
- Dashboard Reporting
- Collaborative Platform
- Customizable

iTrac data is recorded by the assigned user performing the task. This means collected data is not a progress estimate but a record of completing an activity related to each device or task.

Project Data Security

Data is hosted in the Microsoft Azure Cloud platform with controlled access to the software databases. All data is encrypted end-to-end, and external users are vetted and required to be approved at two (2) levels. With full control of the viewable information by the user, only relevant data is provided to anyone accessing the system to perform project work. Internal and external users can only access projects and areas of project they are assigned to.

iTrac can be synced to devices for offline use while still maintaining the same level of data security. Should the device be lost or stolen, the data will remain encrypted.

All project information can be securely shared, and project site records entered without the need for paper documents. This reduces the risk of sensitive information being lost or viewed by those that do not need to know.

Program and Project Monitoring

iTrac allows specific project requirements to be built out based on individual project scope at the device level, avoiding generic grouped tracking of deliverables. Building custom project requirements allows for very detailed reporting; users start at a high-level approach and drill down into specific information based on system type and device-level information.

Support

Convergent invests in training and supporting our colleagues, and iTrac use is no exception. We have a team dedicated to product development, training of colleagues, and support of customers and colleagues. These subject matter experts manage internal and external stakeholders' needs and focus on making sure both colleagues and customers are supported and the tool deployment is a success for all.

A project workflow tool to enable collaboration and successful project completion

iTrac

Convergent value

iTrac is a web-based, value-added platform that enables **online, real-time** customer project commissioning and execution. This secure online environment allows stakeholders to **efficiently collaborate** and track progress on both individual sites and highly complex projects.

With streamlined communication, detailed documentation, and **instant access** to project status, iTrac enhances project management and delivers **time-saving** and **cost-efficient** benefits for customers.

Convergent solutions

- ✓ Resource optimization
- ✓ Installation tracking
- ✓ Efficient communicating
- ✓ Real-time reporting
- ✓ License free

convergent.com

convergent

The advertisement features a background image of three construction workers in hard hats (two blue, one white) looking at a tablet. The layout is clean with a dark blue header and footer, and white text on a light background.



Tab 4
Qualification and Experience

a. References



TAB 4 – QUALIFICATION AND EXPERIENCE

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Please see our response in “TAB 3 – PERFORMANCE CAPABILITY, A.”

ii. Describe Offeror’s reputation in the marketplace.

Convergent has received a variety of awards from our manufacturing partners, including, but not limited to, the following:

- 2020 – Integrator of the Year by Axis Communications
- 2020 – Financial Market Partner of the Year by Axis Communications
- 2020 – Siklu’s 2020 Integrator of the Year
- 2019 – North American Strategic Partner of the Year by Genetec
- 2019 – City Surveillance Partner of the Year by Axis Communications
- 2019 – Convergent Canada – Integrator of the Year by SP&T Magazine for City of Calgary Projects
- 2018 – Global Partner of the Year by Axis Communications
- 2018 – Overall Strategic Partner of the Year from Edwards United Technology
- 2018 – American Dynamics’ Outstanding Achievement Award
- 2017 – Genetec National Account of the Year
- 2017 – Retail Partner & Installation of the Year by Milestone
- 2016 – National Integrator of the Year by Lenel
- 2016 – Integrator of the Year for North America by Lenel



iii. Describe Offeror’s reputation of products and services in the marketplace.

Convergent has an excellent reputation in the public marketplace. Each year, we service thousands of locations throughout the world. Our goal has always been to be our customer’s best service provider. We’ve outlined some of the services we provide and the accomplishments we have had in the public marketplace below.

From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergent. Our promise, and our number one objective, is to

be our customers' best service provider – validated by Frost & Sullivan's (an independent organization) research analyst, Jason Halverson:



Partnership Alliance for Safer Schools (PASS) Program – Convergent understands the most pressing challenges faced by K-12 schools looking to enhance the safety and security of their facilities. Our priority is to help schools identify and implement solutions that create safe environments for students to learn. As part of our commitment to safer schools, Convergent has partnered with the Partnership Alliance for Safer Schools (PASS) to produce comprehensive school safety checklists for districts of all sizes and demographics.

PASS Partners	
K-12 School	Student Enrollment (approx.)
Conroe Independent School District (TX)	63,000
Eden Prairie Public Schools, (MN)	8,900
Glendale Unified Schools (CA)	27,000
Liberal School District (KS)	5,000
Newport News Public Schools (VA)	30,000
Orange County Public Schools (FL)	212,000



Convergent STEP Up Initiative – An Initiative for School Security | The safety of our country's children when heading off to school each morning is of deep concern to our colleagues at Convergent. Enhancing school security can provide a vital level of protection for students, faculty, and visitors. In that spirit, we have created our STEP Up initiative to help strengthen security in our schools.

Convergent has worked with dozens of underserved schools to provide free interior and exterior security system installations, security upgrades, and security assessments as part of this program. We will continue to offer further assistance and resources for local schools in need.

**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

Schools can download our school safety checklist from www.convergent.com. We urge schools and parents to do all they can to ensure that their buildings are as secure as possible. Convergent has also provided additional resources to conduct a safety audit, budget for safety enhancements, and train school personnel.

As always, we strive to be our customer's best service provider and to give back to our communities. We are carrying that mission forward with the STEP Up program.

Convergent Example: On Convergent Day 2021, 160 Atlanta Convergent colleagues volunteered their time and resources to update 2,200 Atlanta Public Schools (APS) perimeter doors with a clockwise numbering system to enhance APS's safety efforts. This occurred at all schools simultaneously. **Once completed, APS will become the first public school system in the country to achieve this compliance, which national school safety experts recommend.** This numbering system will be reflective and visible both on the inside and outside of the doors to help authorities identify the location of school emergencies, help direct students and staff to exit out of specific doors, and so on.

Please see the photos below and follow the links to articles on Colorado, Tennessee, Utah, and Michigan schools and Convergent's efforts to "STEP Up" Security.

<https://www.convergent.com/colorado-schools-receive-free-security-upgrades-through-step-up-initiative/>

<https://www.convergent.com/nashville-schools-receive-free-security-upgrades-through-step-up-initiative/>

<https://www.convergent.com/convergent-steps-up-security-at-salt-lake-city-schools/>

<https://www.convergent.com/convergents-grand-rapids-team-gives-back-at-local-elementary-school/>



Convergint's Social Responsibility Day

Convergint was founded on a set of core values and beliefs that express our responsibility to our customers, colleagues, and communities. Convergint encourages employees to strive to embody the company's 10 Values and Beliefs each day.

Convergint approaches each partnership we create with our foundational values and beliefs at the forefront. They are not words on a page filed away and forgotten; they are in the fabric of everything we do.



Convergint Social Responsibility Day 2021



Customer Surveys – Convergent can provide routine surveys to OMNIA members for feedback on improving our performance. We can provide routine surveys encompassing multiple areas of service for review, including Convergent’s V & B #2, “I am accountable for my continuous development, a better me is a better Convergent,” reinforces the idea of always striving to improve past performance.

- Responsiveness
- Ability to resolve issues
- Quality of work
- Experience
- Attitude

Please see the below for examples of actual surveys that current customers completed.

Service Delivery		
Type	Value	
Unknown:	Service Delivery	
Survey Type:	Manual	
Contact:	Raeann Savage (562) 401-2193	
CTC:	Los Angeles	
Timing:	Sent: October 21st 2020, 7:11 pm Rec'd: October 22nd 2020, 10:51 am	
Scale	Rating	Comments
Responsiveness:	Very Satisfied	Since Mike is so knowledgeable with our building I cc'd him on an email with the Customer Service Team and he responded right away that he would be able to com in the afternoon and troubleshoot the issue.
Attitude:	Very Satisfied	Mike is always willing to take care of the issues we have and always goes the extra mile to make sure we understand the issues at hand and does it with patience and grace.
Issue Resolution:	Very Satisfied	What can I say, Mike is the best tech out there. He knows exactly what the issues are when he gets here and gets them fixed. He does the best he can with the equipment we have and always seems to fix the issues.
Quality of Work:	Very Satisfied	
Experience:	Very Satisfied	
Colleague Recognition:	Mike Crumby	
Best Service Provider:	Yes	

Service Delivery		
Type	Value	
Unknown:	Service Delivery	
Survey Type:	Manual	
Contact:	Anthony Evagan (267) 371-0113	
CTC:	Los Angeles	
Timing:	Sent: October 8th 2020, 5:43 pm Rec'd: October 9th 2020, 9:50 am	
Scale	Rating	Comments
Responsiveness:	Very Satisfied	Daniel is always responsive via all forms of communication. He always communicates what is going on and even in adverse circumstances he always managed to get the job done.
Attitude:	Very Satisfied	Daniel is an example of customer service at its finest. I wish everyone on my staff had the same attitude and demeanor.
Issue Resolution:	Very Satisfied	Whenever I see that Daniel is coming I know our internal customers are in good hands. Even if he cannot get in contact with me he is extremely thorough and self sufficient.
Quality of Work:	Very Satisfied	Every time Daniel leaves our facilities work is completed finished or the status is communicated to us prior to his departure.
Experience:	Very Satisfied	Again, I cannot think Daniel for his exemplary service. If I could I would request him to be our technician on every single call.
Colleague Recognition:	Daniel Jackson	As I mentioned many times Daniel is the best technician on the team. There are other that are very good but no one comes close to the service he provides. This was echoed by some of our internal customers as well.
Best Service Provider:	Yes	Convergent is our go to Surveillance contractor. Any issues that have come up have been dealt with properly with the team.

iv. Describe the experience and qualification of key employees.

Convergint's Contract Vehicles Team will continue to service OMNIA members with the goal of being their best service provider. Convergint's team will work alongside OMNIA members to provide solutions and services with total contract compliance. Included below is a list of our key employees who will continue to prioritize this contract.

- Contract Management – Katelyn Wheeler
- Billing and Reporting/Accounts Payable – Katelyn Wheeler
- Marketing – Katelyn Wheeler | Richard Shook
- Sales – Richard Shook
- Sales Support – Katelyn Wheeler | Cierrah Washington
- Financial Reporting – Katelyn Wheeler
- Executive Support – Matt Mathes/Vincent Piau



Real World Example: Georgia Schools

Our team has extensive experience working with school districts and local governments throughout the United States. One client, the Atlanta Public Schools (APS), is a design/build involving over 6,000 cameras, card readers and door alarms, including ongoing maintenance of the APS Command Center.

Our partnership with APS goes above and beyond system specifications. A goal was set for every school to adopt a door numbering system to allow first responders the fastest, safest plan of entry. In 2019, Convergint received the approval of our “first responder school door numbering convention” in Georgia by Garry W. McGiboney, Ph.D., Deputy Superintendent, Office of School Safety and Climate for the Georgia Department of Education (DOE).

In 2020, every Atlanta Public School exterior door will be numbered as part of our Convergint Day of Community Service. Convergint has asked both the DOE and Georgia Emergency Management Agency (GEMA) to commit to this standard for all schools in the state of Georgia. Convergint is working to adopt the door numbering convention nationwide as part of the guidelines by the Partner Alliance for Safer Schools (PASS), a part of the Security Industry Association (SIA). In 2018, NFPA 3000 created the first Active Shooter/Hostile Event Response (ASHER) Program Standards. In the 2022 ASHER update, Convergint will get the door numbering system adopted to the NFPA 3000 Standards.



Vincent Piau

Executive Director – State, Local, & Education (SLED)

Profile

Vincent is responsible for profit and loss management, business development, sales, and operations for the SLED vertical market. With eighteen years of experience in the security industry, Vince has performed roles in all aspects of the business including design, engineering, operations, and sales. He is a board-certified Physical Security Professional and holds a Master's in Business Administration from the Wharton School at the University of Pennsylvania, and a Bachelor of Science in Electrical Engineering from Columbia University.

Convergent Experience

Executive Director Convergent SLED

- Responsible for forming and leading Convergent Government Solutions, a business unit focused on the government vertical market
- Developing business plans, establishing strategic partnerships, building a dedicated government team with a model to leverage sales and operations resources from field offices worldwide

General Manager Washington D.C. Metro Field Office

- General Manager with full profit / loss responsibility including sales and operations for the Washington D.C. metro office with \$15M revenue and 40 colleagues

Account Executive Washington D.C. Metro Field Office

- Responsible for creating business opportunities and developing integrated solutions for end-users throughout the US
- Acquired new key customer accounts and coordinated project management, design, installation, and service to meet project requirements and ensure customer satisfaction

Education and Certifications

- ASIS Physical Security Professional
- University of Pennsylvania, Wharton School, Master's in Business Administration
- Columbia University, School of Engineering and Applied Science Bachelor of Science in Electrical Engineering



Richard Shook

Senior Director – State, Local, & Education (SLED)

Profile

Richard has worked in the security industry for 40 years in positions ranging from operations, service, installation, sales, and executive management. This has given him a wide range of skilled experience in building solutions for businesses. As the Convergent Senior Director of Business Development, dedicated to the SLED vertical, Richard is responsible for developing strategic roadmaps and business planning.

Richard supports each of our Convergent Technology Centers (CTCs) through strategic plans and tactical actions that help our customers reach their business objectives with innovative solutions that solve their critical security and life safety operational issues. As a state and local government subject matter expert, he supports our national sales organization by staying abreast of emerging industry trends and pressures that are forcing customers to make difficult, long-term building solution buying decisions.

Convergent Experience

Senior Director – State, Local & Education (SLED) May 2013 – Current

- Alignment of government customers & needs with Convergent value across the nation
- Dynamic, results orientated Leader with experience directing high performance teams and successfully streamlining processes to increase productivity while reducing costs and inefficiencies
- Ability to keep a level head while nurturing and growing a business, evaluating opportunities/risks, while delivering innovative solutions to challenges

Education and Certifications

- University of Florida, Bachelor's Degree in Business
- Black Belt Six Sigma Certified – Sales & Operations
- Associations: ASIS, NFPA, SFPE
- United States Navy Veteran
- Certified: Naval Control of Shipping Organization (NCO) – Wartime Command/Control



Katelyn Wheeler National Government Contracts Administrator State, Local, & Education (SLED)

Profile

Katelyn is a professional, seasoned innovator who transforms unclear objectives into definitive and focused goals through process overhaul and redesign. She is a well-disciplined team player who understands customer needs and delivers more than they expect. She is dedicated, organized, and thrives under pressure while adhering to deadlines. Katelyn can find simplicity in the maze of government complexity.

Convergent Experience

Government Contracts Administrator

May 2018 – Current

Convergent Technologies LLC – Lanham, MD

- Manages \$50M+ in national purchasing contracts in the SLED vertical
- Supervises contract expansion and management tasks and enforce principles of cohesion and compliance
- Provide contract compliance management and strategy for multiple national purchasing cooperatives
- Complete and submit periodic reporting required by each contract vehicle and ensure fee payment is submitted per contractual requirements
- Develop compliance processes for national purchasing cooperatives, leading implementation with business leaders as well as sales and operations colleagues

Service Coordinator 2 – Program Manager – Program Coordinator

April 2008 – May 2018

Convergent Technologies LLC – Lanham, MD

- Coordinated and managed all aspects of service department activities as related to specific customer accounts to include work order entry and service contracts, including intake of service requests, scheduling with customers, dispatching to technicians, invoicing, and customer follow-up

Education and Certifications

- Defense Acquisition University/Federal Acquisition Institute
 - CLC011: Contracting for the Rest of Us
 - FAC036: GSA Schedules BPAs and CTAs
 - CLC008: Indirect Costs
- Anne Arundel Community College
- Southeastern University



Cierrah Washington

Government Contract Administrator
State, Local, & Education (SLED)

Profile

Cierrah is a customer-focused, results-driven Government Contract Administrator with broad experience in all types of government contracts and federal contract vehicles. She is highly adept at defining and implementing best practices, standards, processes, and tools to achieve objectives and goals. Cierrah has a proven track record of crafting and executing strategies that reduce costs, improve production, and increase profitability. She has a keen sense of business needs with exceptional aptitude for managing large-scale projects from inception to completion. Cierrah uses her analytical, collaborative, and decisive leadership skills to capitalize on market opportunities and propel organizational growth.

Convergent Experience

Government Contracts Administrator SLED

- Manage \$40M+ in national and state purchasing contracts in the SLED vertical for all offices in the US
- Aid internal and external customers by interpreting contractual, FAR / DFAR, and / or unique procurement regulations
- Oversee organizational contract development and management activities and enforce organizational principles of integrity and compliance
- Develop policies and procedures for contracts – distributed by videos, PowerPoints, checklists, virtual, and in-person training sessions

Government Contracts Administrator FED

- Manage \$1M Federal Contract in accordance with FAR / DFAR
- Act as primary customer point of contact for all assigned service customers
- Oversee all aspects of Service Department activities related to work orders and service contracts, including intake of service requests, scheduling with customers, dispatching technicians, invoicing, and customer follow-up
- Source and negotiate agreements with subcontractors across the nation

Education and Certifications

- Western Governors University, Bachelor of Science in Business Administration, Human Resource Management
- CompTIA Project+ 2017

v. Describe Offeror’s experience working with the government sector.

Convergint understands that governmental institutions must confront new and evolving technology, expanding missions, and budget pressures during these increasingly challenging economic times and rightfully expect a return on investment. Convergint has over 20 years of experience and “lessons learned” in supporting government customers with more than 600 SLED customers on contract in the US. OMNIA and its members will benefit from these “lessons learned” as we have adapted to what is needed by our customers.

Convergint’s sales to the government sector are approximately 15% over the past three (3) years and rising. Our service delivery capability is deep and wide, and we have an in-depth knowledge of specific government security regulations. OMNIA and its members can be confident in Convergint’s ability to deliver based on the significant number of satisfied customers we continue to serve daily.

Public Sector Sales (excluding Federal Government)			
2018	2019	2020	2020
\$32M	\$54M	\$94M	\$120M (est.)


vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.


Please see our response in “TAB 3 – PERFORMANCE CAPABILITY, J.”


A. REFERENCE

vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

The five (5) customer references listed below (but not limited to) have all purchased through Convergint’s current OMNIA contract.

 <p>FORT WORTH Police Department</p>	Customer Reference:	Fort Worth Police Department, Texas
	Address:	505 W. Felix Street, Fort Worth, Texas 76115
	Point of Contact (POC):	Michael Munday - IT Lead Programmer/Analyst
	POC Phone Number:	817-392-4244
	POC Email:	michael.munday@fortworthtexas.com
<p>Convergint Services Provided: Since 2015, Convergint has provided security services and consultation for city-wide systems in use by the Fort Worth Police Department. Convergint has built a relationship with the Police Department based on a mutual purpose of safeguarding the lives and property of those in the community.</p> <p>Convergint performs installations and services for the video management, access control, and camera systems currently in use. These include Avigilon for the prison system and Milestone for the Police Department, in addition to a wireless transmission/mesh network.</p> <p>Period of Performance: 2015 – Present Approximate Contract Value: \$300,000.00+</p>		

	Customer Reference:	University of Maryland College Park, Maryland
	Address:	5245 Greenbelt Road, College Park Maryland, 20740
	Point of Contact (POC):	Mark McGuigan – Coordinator, VPA of Public Safety
	POC Phone Number:	301-405-1149
	POC Email:	mmcguigan@umpd.umd.edu
<p>Convergent Services Provided: For the past 12 years, Convergent has provided Lenel professional services support for OnGuard systems at the Main College Park Campus. Convergent has provided these services specifically for the Department of Public Safety and Residential Life Teams.</p> <p>Additionally, Convergent supports the Applied Research Laboratory for Intelligence and Security, a separate University facility located just off-campus. The services here include Lenel OnGuard support and an upcoming new video system upgrade project starting this year.</p> <p>Period of Performance: 2010 – Present Approximate Contract Value:</p> <ul style="list-style-type: none"> • Department of Public Safety/Approximately \$20,000 annually (various projects) • Residential Life/Approximately \$16,000 annually (various projects) • Applied Research Laboratory for Intelligence and Security/Approximately \$1,500 annually (various projects) + \$260,000 for new upcoming video system upgrade project 		

	Customer Reference:	The Evergreen State College, Washington
	Address:	2700 Evergreen Parkway NW, Olympia, Washington 98505
	Point of Contact (POC):	Ray Ruiz - Building and Grounds Supervisor
	POC Phone Number:	360-239-7489
	POC Email:	ruizr@evergreen.edu
<p>Convergent Services Provided: Founded in 1967, The Evergreen State College is a public liberal arts college in Olympia, Washington. The College has approximately 2,300 students and 700 faculty and staff members.</p> <p>Since 2007, Convergent has been a trusted partner as the College’s campus-wide fire alarm servicer. Convergent has provided ongoing fire alarm maintenance, testing, and retrofitting for more than 15 years. Currently, Convergent is conducting a fire alarm retrofit of the student Residential Apartments Complex, valued at \$775,000.</p> <p>Period of Performance: 2007 – Present Approximate Contract Value:</p> <ul style="list-style-type: none"> • Customer Support Program/\$85,000 • Residential Apartments Complex/\$775,000 		



Customer Reference:	City of Pearland, Texas
Address:	3519 Liberty Drive, Pearland, Texas 77581
Point of Contact (POC):	John Knight - IT Manager
POC Phone Number:	281-652-1601
POC Email:	jknight@pearlandtx.gov

Convergent Services Provided:

The City of Pearland (pronounced "pear-land," like the fruit) is a full-service municipal government located along the Gulf Coast region of Texas within the Houston, Sugar Land, and Baytown Metropolitan Area. The City falls within Brazoria, Fort Bend, and Harris Counties. With more than 120,000 residents, the City has been rated the fastest-growing community in the Houston region and the second-fastest in the State.

Since October 2017, Convergent has provided video and access control design, installation, consultation, service, and support.


Convergent supports the City's Genetec access control system and Milestone video management system, consisting of over 250 card readers and more than 325 cameras in locations throughout the City. Convergent has provided upgrades for both systems utilizing our Professional Service Group to perform preventive maintenance, corrective maintenance, emergency maintenance, and modification and repair tasks. Areas include City Hall, the Fire Administration Building, fire stations, parks and recreational centers, public works buildings, public safety buildings, and local libraries.

Convergent was vital in designing real-time information, city-wide video surveillance, and access control programs. With support from our strategic partnerships with both Genetec and Milestone, the City selected this as their sole source platform. Convergent's experience and numerous certified personnel resulted in our selection as the City's integrator. Integration of different security sub-systems is vital for the City. Convergent's continued support includes software and service with 24/7 response times when necessary.

Period of Performance: 2017 – Present

Approximate Contract Value:

- Installation/\$1.5M
- Customer Support Program/\$50,000+

	Customer Reference:	Central Florida Expressway Authority, Florida
	Address:	4974 Orl Tower Road, Orlando, Florida 32807
	Point of Contact (POC):	Don Budnovich - Director, Maintenance
	POC Phone Number:	407-690-5334
	POC Email:	donald.budnovich@cfxway.com
<p>Convergent Services Provided: Convergent has maintained and provided over 500 new Lenel access control readers, over 200 Genetec video management cameras, and intrusion/monitoring services at four (4) high-security locations for the Authority since 2011. In addition, Convergent maintains all the main plazas, administration buildings, and on/off ramps and provides 24/7 emergency service to all Central Florida Expressway Authority locations.</p> <p>Recently, Convergent installed new Lenel access control, Genetec video management, and DMP intrusion for an express pass service center. Convergent has also installed 89 new cameras at each main plaza collector's booth to monitor the cash lanes for the safety and security of the collectors on-site. The existing Genetec platform manages this video.</p> <p>Convergent will be working with the Authority to set up an additional DMP solution that will allow the Authority to run reports, change codes, and troubleshoot the on/off ramps systems remotely.</p> <p>Period of Performance: 2011 - Present Approximate Contract Value: 2021 new installations/\$500,000+</p>		

viii. Provide any additional information relevant to this section.



Convergent Playbook

When Convergent says, “we expect to be our customers’ best service provider,” it requires an understanding of what our customers expect. The Convergent Playbook aims to identify what services Convergent will provide OMNIA members. This Playbook will outline specific standards and guidelines and identify and create a framework around the services provided by Convergent. Convergent has learned from experience that providing all expectations in one location promotes alignment with the OMNIA members, Convergent, and the project stakeholders with a successful engagement. The Playbook establishes what a “best service provider” represents.

Convergent will partner with OMNIA members to provide an initial review based on a standard template. A preliminary playbook is created where the basics are captured in a document that can be shared within teams. It is typically written by a Program Manager, with support from the Lead Account Executive. If a Program Manager is not yet assigned, the Lead Account Executive will create this document. The Playbook is shared with every CTC working on the account and key stakeholders. This version typically includes basic information such as, but not limited to:

- Customer locations
- Key contacts (Convergent and the OMNIA member)
- Customer standards
- Billing instructions

As the relationship with the OMNIA member matures, updates to the Playbook are incorporated. The document is expanded upon to include all details around the engagement. Like the initial Playbook, it is also based on a standard template. The following information is typically incorporated into the Playbook (in addition to items listed above):

- All key stakeholders and support personnel
- Proposal, project, and service processes
- Standards, regulations, and best practices
- Detailed installation and service requirements
- Other technical specifications
- Escalation paths
- SLAs
- KPIs
- Requirements to work on-site
- Safety procedures

Benefits and Value

The Playbook serves as a comprehensive “rules of engagement.” It is a dynamic document that is reviewed and updated regularly as new or additional requirements are identified. Creating the Playbook with OMNIA members allows Convergent to maintain a single document that serves as an authoritative source to outline success. It is the cornerstone of the customer program that helps Convergent understand our customers and to help all colleagues deliver proposals, projects, and services on time, on budget, and to OMNIA member expectations.



Quality Assurance/Quality Control (QA/QC)

Convergent maintains an internal Project Quality Assurance (QA) and Quality Control (QC) Program document to set the standard for projects nationally and globally. QA/QC at Convergent involves managing the project's technical aspects and schedules, coordinating all project activities with the customer, evaluating, and managing project risk areas within the project team, and much more.

QA/QC goes hand-in-hand with being our customer's best service provider. Our partnership allows us to work together to ensure the proper processes and protocols are met at every project step.

Convergint can work with OMNIA members to establish an approach and define the procedures and protocols that both the OMNIA member and Convergint will follow, including approved equipment, contact information for defined situations, and back-office requirements. This can be done through the Playbook, which is the “how-to” for our partnership.

Convergint delivers advanced technology solutions aligned to the needs of individual businesses while maintaining Quality Assurance and Quality Control. Convergint’s strategic partnerships utilize formal processes to ensure precise project execution and exceptional customer service, focusing on consistent customer communication and integrity throughout the project. Along with clear documentation, Convergint has adopted the Deming Cycle of Processes (Plan-Do-Check-Act).

Plan-Do-Check-Act

Convergint’s quality methodology focuses on providing OMNIA members with service and exceptional performance through teamwork and integrity in monitoring and reporting.

Plan-Do-Check-Act	
Plan	The primary activities of the Plan phase include the development, review, and approval of the Quality Program that guides the project QA/QC approach. Other planning activities ensure consistency between the Quality Program and other project documents and prepare for measurement collection, analysis, and reporting.
Do	During the Do phase, the QA/QC team executes the Quality Program via the following: <ul style="list-style-type: none"> • Performing audits of processes • Reviewing work products and services • Maintaining activity logs • Documenting, recommending, and reporting the status of assigned preventive tasks • Taking corrective actions to be completed within a risk-driven, specified timeframe We collect, store, analyze, and report measurements by designated project team members.
Check	In the Check phase, the results of audits, reviews, measurements, and analyses are compared with the Quality Program specifications to ensure the work is being completed as expected. Non-conformances are reported to the Program Manager and other stakeholders, along with the findings from work performed.
Act	In the Act phase, the Program Manager ensures that performance indicators (metrics) and non-conformances found in products, services, and processes are assessed. Any identified non-conformances are documented and communicated to stakeholders. Issues are prioritized for resolution, escalated based on their priorities, and tracked until closure. Documented quality successes and problems are analyzed to formulate lessons learned and process improvement actions.

Quality Program Activities

Convergent employs various techniques to ensure quality following our program and depending on the task or the deliverable. General categories of activities include:

Quality Program Activities	
QA records	Records of QA actions, planned reviews, actual reviews, audit results/recommendations, and action items are collected, especially regarding deviations in planned project processes/activities and work products/ deliverables.
Product inspections	Verification determines whether the products accurately reflect the requirements specified for them, i.e., whether it was built right. Validation determines whether the product, as provided, can fulfill its intended use, i.e., whether we installed the right thing.
Process reviews	We determine if the processes/procedures (design/development, testing, deployment, operations, and maintenance) defined in the project plans are followed.
Staging/pre-deployment testing	Combined with the project phasing in the Customer's project schedule, the approach minimizes deployment risk. This method of starting with documentation and a testbed aligns with our existing staging process of completing design and testing before actual deployment.
Document reviews	We complete and review all document deliverables before submission to the Customer.
QC checklists	Commissioning documents are used to inspect product functionality within the approved design metrics.
Escalation procedures	We specify the order and timing for the escalation of quality non-conformance issues. The objective is to resolve problems as quickly as practical and at the lowest level of the organization possible.
Metrics	We quantify the effectiveness of our approach and practices. Convergent uses various tools (including our iCare web-based platform) to automate the collection, analysis, and reporting of our performance.
Customer feedback	This includes regular, open, and honest management interaction at all levels to ensure we maintain a clear understanding of Customer's needs and concerns and maintain a positive partnership. We establish regular reviews at each level of the organization to discuss future requirements, risks and mitigation plans, operational successes, staffing gaps, performance issues, and other points of interest.



Tab 5
Value Add



TAB 5 – VALUE ADD

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.



The Advanced Cyber Solutions Program offers Convergent that focuses on the development and integration of physical and cybersecurity. This includes integrating policies, governance, procedures, infrastructures, systems, facilities, intellectual property, material, and personnel into a cohesive security program that improves physical and cybersecurity while reducing cyber vulnerabilities.

Our Advanced Cyber Solutions Team provides a wide range of tailored services for the energy, oil and gas, transportation, financial, and smart cities marketplace, fully informed by Convergent's extensive global experiences. We evaluate current threat defenses then co-innovate both IT and Operational Technology (OT) security to provide advanced and tailored customer solutions that reduce physical and cybersecurity risk, resolve pain points, and optimize operational efficiency.

Security of Security – Our First Priority

In alignment with our V & B #6, "We expect to be our customers best service provider," we have developed an integrated Security Operations Program that unifies the people, process, and technology elements of our business into a hardened defense. We demonstrate our commitment to security by taking a proactive stance that ensures that we operate our business employing leading-edge technologies and programs across all operational activities that far exceed industry standards.

Cyber Hardened Operations

The way we operate our business creates our first line of defense for our customers. Convergent invests in each of these domains by providing industry-leading cybersecurity training, office-by-office governance of policies and procedures, along with agency-grade network monitoring and incident detection response systems. We have hardened our IT systems, implemented physical security procedures and controls, and have adopted enhanced cybersecurity and data handling guidelines across the organization, with the result being that Convergent has an established reputation as a trusted partner in rigorous compliance sectors, including high security and big data management.

Cyber Hardened Integrations for our Customers

Security of security is our highest priority, and our advanced solutions team ensures our customers' IoT-enabled and OT devices, including cameras, access control, and identity management systems are managed to the same high standards as traditional IT devices like computers and servers.

Each year we deploy hundreds of thousands of IoT-enabled devices. The proper configuration of these devices reduces the vulnerabilities they create as attack surfaces. Our technical teams have worked with our product partners, cybersecurity consultants, and independent certification organizations, such as UL, to develop policies, procedures, and governance programs to create standards on how we deploy IoT-enabled systems.

We utilize industry-leading password management systems and tools to ensure that each and every system has unique, highly complex passwords that restrict access according to the principles of least privilege. All systems are inspected to apply the latest firmware and software updates. These discrete services are an optional component of any systems deployment and are customized to each customer's unique operational environment and compliance requirements. In many cases, our product partners have developed hardening guides and/or best practices for their technology, and we augment that, when necessary, with tailored hardening by our expert technicians.

IT and Managed Services

Technology management is a critical component of organizational security with technology changing rapidly. Our customers rely on Convergent's managed service expertise and support, so they can focus on servicing their own customers and growing their business. Our IT and managed services include remote monitoring and management, colocation services, backup, and disaster recovery solutions, vulnerability assessments, licensing, firewall, server, and end-user device management, including desktops, laptops, monitors, printers, and mobile devices.

Cybersecurity Services

Convergent cybersecurity services help our clients by providing solutions from the intelligence world to companies looking to better protect themselves from hostile nation-states and other advanced threat actors.

Our consultants are an integrated team of former Central Intelligence Agency (CIA), Federal Bureau of Investigation (FBI), and National Security Administration (NSA) cyber experts with decades of real-world experience conducting operations on behalf of the US Government against our nation's most advanced adversaries. We leverage this expertise to provide our clients the benefit of the offensive operator's perspective.

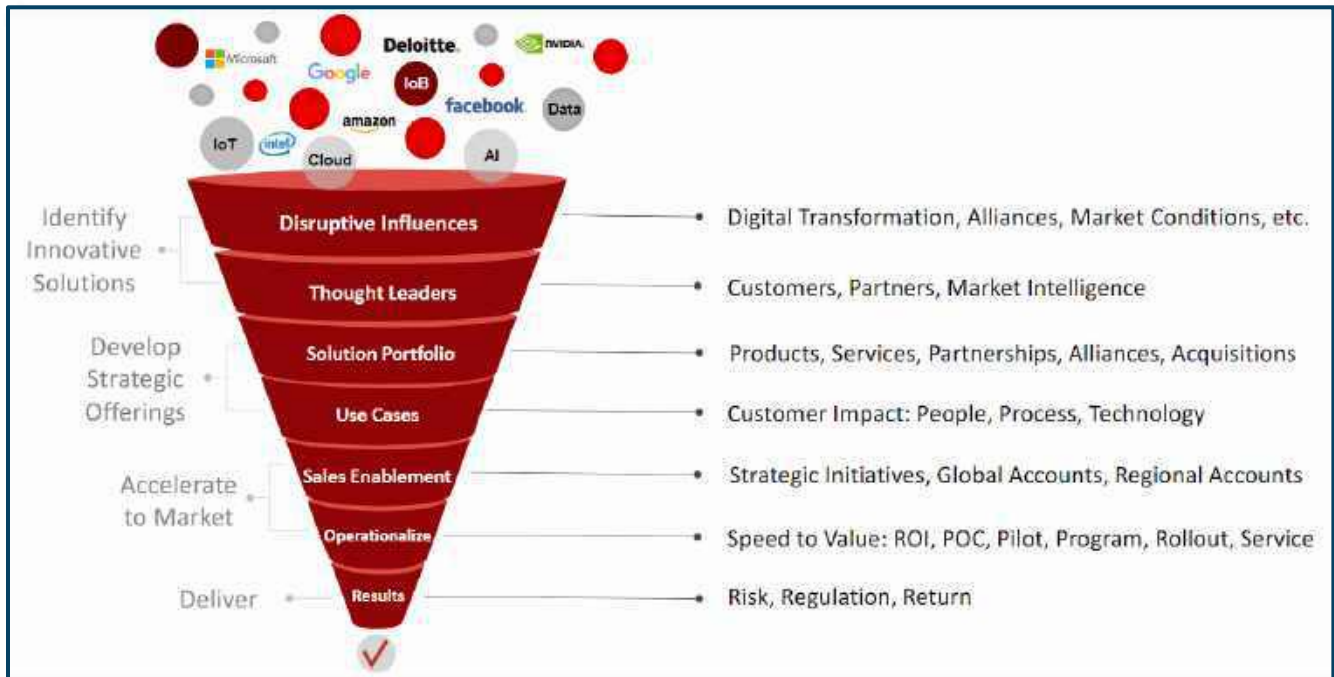
Our team offers:

- Vulnerability and risk assessments
- Insider threat mitigation
- Incident response planning and management
- Cybersecurity training
- Identity management architecture
- Red team and penetration testing
- Managed CISO





Convergent core principles of Digital Transformation have evolved over the last couple of years. Digital Transformation is connecting the physical to the digital world by bringing IoT, Data, Artificial Intelligence (AI), and Cloud to enterprise operational systems. Our mission is to provide innovative thought leadership to customers and colleagues for core, advanced, and disruptive solutions that turn information into intelligence. The Key Strategies are to Identify innovative Solutions, Develop Strategic Offerings, and Accelerate to Market.



BuildingReports

Convergent partners with BuildingReports to provide a secure, web-based reporting system for customers. BuildingReports' innovative web-based solution helps to guarantee timely inspections and that maintenance is fully documented following established standards.

BuildingReports leverages innovative technology and on-demand reporting tools to dramatically improve the building safety inspection process, leading to lower inspection costs and significantly reduced compliance risk. Convergent relies on BuildingReports' easy-to-use mobile scanning tools, online report database, and management tools to inspect and maintain the safety devices in buildings appropriately served. BuildingReports uses unique, registered barcodes on security devices such as cameras, video recorders, card readers, control panels, head-end equipment, and other system devices. Convergent's field personnel use a secure phone app to scan devices and upload results to a secure web-based account. As each individual device is tested, the device is scanned, and critical maintenance information is documented. In addition, the data at the time of the inspection is automatically recorded with the scan of the barcode.

This valued service can simplify costly paper-based maintenance with real-time data and on-demand reports for OMNIA members. Unique barcode registration of field devices ensures comprehensive real-

time inspections, helps prevent missed items, and facilitates a fast response time for devices in need of repair. Devices in classified areas are restricted to paper forms for inventory and maintenance reporting.

Scanned items are immediately available in a report format on a dynamic webpage or in a document downloaded by authorized users. Color-coded status flags immediately summarize the building test status: normal, discrepancies found, or devices failed. An ongoing summary report is maintained and updated at the conclusion of each preventative maintenance visit summarizing the equipment tested, the performance of each piece of equipment, and recommendations for correcting any noted deficiencies.

This unique barcoding technology has many benefits when managing customers including:

- **Asset Tagging:** With thousands of security devices located in hundreds of facilities across the country, an electronic barcoding system is the only efficient and accurate way to track and verify device type, status, and location
- **Confidence Testing:** The use of a barcoding system to document preventative maintenance testing ensures that all devices have been visited during preventative maintenance while flagging any devices that were not tested during any specific visit
- **Regulatory Compliance:** BuildingReports provides electronic records verifying the date and time that maintenance was performed and that the system was in proper working order
- **Repair Tracking:** BuildingReports allows the user to identify failed components via a color-coded flagging system and update the status once a failed component has been repaired

Microsoft Power BI

Convergent routinely conducts check-in meetings with our customers and utilizes reporting tools, such as Microsoft Power Business Intelligence (Power BI), to review critical actions and progress to completion. Power BI brings visibility to the customer data using unified, scalable self-service and enterprise business intelligence platforms. Convergent uses Power BI to show service performance and display critical data reviewed during meetings between Convergent and the OMNIA member.

Power BI is a signature data analytic platform that is part of the Microsoft Office 365 suite, which Convergent uses on an enterprise level. Convergent can leverage this software to analyze and provide data for tracking SLAs, project performance, and spending. Power BI interprets data from single and multiple sources such as Smartsheet®, Microsoft Excel, and Convergent iCare to provide a holistic data visualization concept customized to the OMNIA member, including artificial intelligence (AI) capabilities of querying data by asking plain-language questions garnering a response.

Through Power BI, Convergent can show the customer how to maximize efficiency and track SLAs with customized modules. Finally, through Power BI's depth, Convergent can track large-scale projects using a custom dashboard for the customer to track completion across multiple locations, with custom widgets in a graphical format to visualize real-time project completion.



The Professional Services Group (PSG) is comprised of highly skilled subject matter experts (SMEs) in a variety of access control and video management systems. Our team is comprised of three (3) dedicated PSG Leaders and over 40 PSG Community members across the nation to support our customers.

The PSG supports a higher level of systems integration, design, implementation, and application scripting and development than that commonly found in a traditional physical security installation organization.

The PSG will aim to allow OMNIA members to design their security system(s) to do specific tasks that are either too expensive or not offered by the manufacturers. PSG will collaborate with the customer to create a custom solution to meet complex business needs. When partnering with PSG, the customer can utilize our Convergent Sales and Leveraged Services Teams to address their needs in the long term.

PSG services solve unique customer business challenges, including:

- Design and implementation of system architecture
- Business continuity/disaster planning
- System upgrades
- Migration to enterprise systems
- System audits
- Database integration
- Database migration
- Active Directory integration
- Custom applications
- Custom reports

PSG has multiple service offerings:

- Customer scripting
- Integrations to HR systems and other disparate applications
- System planning
- System audits
- Enterprise deployments
- Enterprise upgrades
- Consulting
- Business continuity planning
- Disaster recovery planning
- Custom reporting
- Support to colleagues
- Training



System Audits and Optimization

System audits and optimization should be done yearly. PSG performs an entire system audit using system reports, historical data and statistics, and system configuration(s). The audit will compile all information from the above reports and data to conduct a complete analysis of the system(s), create a report of the existing system(s), and create a recommendation report on how to enhance the system(s).

Custom Integrations

Custom integrations are a unique offering from Convergent. We can provide custom integrations to OMNIA members who need to integrate with a device, a software package, or an automatic process. This service requires higher skills because such integrations require various programming languages, manufacturer Software Development Kits (SDKs), Application Programming Interfaces (APIs), and web services and an understanding of how it interacts with the access control system.

These offerings are designed around customer specifications, assuming the SDK, API, and/or web services will allow such integrations. In this interactive process between PSG and the customer, PSG has final approval on the written final specification before the design or code is written.

This service can be extended to offer a service agreement for PSG to maintain this integration with a yearly service contract. This protects the customer's investment by updating the integration for a newer version of the SDK, API, and web services, a more recent version of the security application, or a new feature desired by the OMNIA members.

Custom Reports

Custom reports are the most common service requested by customers because of the industry they are in, compliance requested by the industry or government, or the security team's need to make their jobs more straightforward and comfortable on a day-to-day basis.

PSG will collaborate with the customer to identify specifications and the reporting/scripting facilities on the system(s). This service can be extended to offer a service agreement for PSG to maintain the custom report(s) with a yearly service contract.

Quarterly Business Review (QBR)

One of Convergent's most deeply-held Vs & Bs is **I keep everyone informed—communicate, communicate, communicate.**

Good communication is the cornerstone of any successful program. When leading Convergent's efforts through a program, the Convergent's Program Manager and Lead Account Executive's primary role is to focus on communicating. The program team encourages collaboration by leveraging the nation and creates alignment by engaging colleagues, the customer, and our partners in all conversations, messages, and meetings. During a QBR, the program's health, sales activities, projects, and service are discussed in a scheduled presentation.

While OMNIA members may request this review on a different cadence, as the name indicates, Quarterly Business Reviews should be held no less than quarterly. These engagements are an opportunity to:

- Review our performance and related metrics of our services
- Share overall progress
- Review upcoming initiatives and projects
- Address decisions that need to be made
- Align the strategies of the program
- Present organizational updates
- Address obstacles and challenges
- Celebrate achievements
- Introduce additional technologies and solutions
- Introduce the extended account team and leadership

QBR's allow Convergent to collaborate and align with our customers. A typical agenda includes:

- Introductions and team updates
- Safety
- Values and Beliefs
- Action items from last QBR
- Program updates and new initiatives
- Project updates

- Service updates
- Performance tracking
- Partnering for improvement
- Technology and enhancement solutions

The dialogue between key stakeholders from these meetings provides real-world insights that replace assumptions, drive adjustments to strategies, strengthen relationships, and increase trust in Convergent's capabilities.

Solving complex challenges to deliver business outcomes

convergent

Convergent value

Convergent's Professional Services Group (PSG) is a team of **subject matter experts** focused on enabling customers to **maximize their system investments** through custom integrations and lifecycle management. Our team of dedicated professionals offers a suite of proactive services tailored to **maintaining system integrity and uptime**.

Convergent services

- ✓ Enterprise upgrades
- ✓ Maintenance & monitoring
- ✓ Custom scripting
- ✓ Remote management
- ✓ Network design
- ✓ Access control integration
- ✓ Database segmentation
- ✓ System optimization
- ✓ Recovery planning

convergent.com

convergent professional services



Tab 6

Additional Required Documents (Appendix C)

a. through f.



TAB 6 – ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

A. ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY (APPENDIX C, Doc #1)

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC'S OPEN RECORDS POLICY**

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

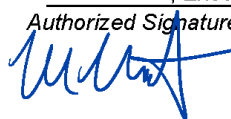
Please see proprietary/redacted proposal as required with submission. Sample proprietary information includes pricing, MSRP, resumes, and key contact reference information.

Date

01/03/22

_____, Executive Vice President

Authorized Signature & Title



B. ANTITRUST CERTIFICATION STATEMENT (TEX. GOVERNMENT CODE § 2155.005) (APPENDIX C, DOC #2)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
 (Tex. Government Code § 2155.005)
 Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Convergint Technologies LLC

Contact



STATE OF TEXAS
 2022-04-13 10:00:00 AM
 2022-04-13 10:00:00 AM
 2022-04-13 10:00:00 AM

Signature

Katelyn Wheeler

Printed Name

National Government Contracts Manager

Position with Company

Address 1 Commerce Drive

**Official
 Authorizing
 Proposal**



Signature

Mike Mathes

Printed Name

Executive Vice President

Position with Company

Schaumburg, IL 60173

Phone 301-291-7529

Fax 301-459-8731

Version April 13, 2020

**C. IMPLEMENTATION OF HOUSE BILL 1295 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
(APPENDIX C, DOC #3)**

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

E. FELONY CONVICTION NOTIFICATION (APPENDIX C, DOC #5)

felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Mike Mathes, as an authorized representative of

Convergent Technologies LLC, the Offeror verify that:

A. My company is **not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:  Date: 01/03/22

B. My company is **owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____

F. ANY ADDITIONAL AGREEMENTS OFFEROR WILL REQUIRE PARTICIPATING AGENCIES TO SIGN

Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.

Convergent requires no additional agreements.



Our Colleagues

At Convergent, our greatest strength is our people. We have thousands of colleagues across the globe and invest \$20 million per year on colleague training and certification.



Our Service

Our vertical expertise understands specific business and service needs, and we offer a suite of tools for consistency of execution and unparalleled service delivery.



Our Culture

Our Values and Beliefs are a compass for our business, and drive our culture of service to customers, colleagues, and communities.



Our Partners

Convergent is strategically aligned with the world's leading technology partners to deliver top solutions to our customers.



Our Innovation

We offer innovative services and solutions designed to deliver measurable business results for mission-critical markets.



Our Platform


Convergent is purpose-built to deliver scalable service across the globe, with local leaders empowered to make decisions close to the customer.

**CONSENT AGENDA ITEM
#26**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

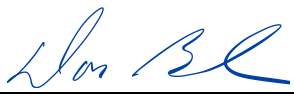
FROM: Aneth Williams 
Director of Procurement

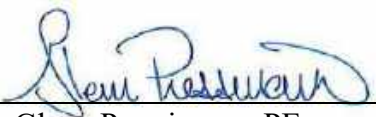
DATE: November 18, 2022

SUBJECT: Approval of Purchase Order to Greenway Ford, Inc. for Two Maintenance Vehicles

Board approval is requested to issue a purchase order to Greenway Ford, Inc. in a not-to-exceed amount of \$89,905.90 for two (2) new vehicles for the Maintenance Department.

This purchase is included in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance



Glenn Pressimone, PE

**CONSENT AGENDA ITEM
#27**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 25, 2022

SUBJECT: Approval of Contract Award to Quest Corporation of America, Inc. for
Public Information Services
Contract No. 001935

Request for Proposals (RFP) from qualified firms to provide Public Information Services was advertised on July 24, 2022. One response was received by the August 23, 2022 deadline. The firm was Quest Corporation of America, Inc. As required by the Procurement Procedures, the Director of Procurement met with the Director of Public Outreach & Communications to review options when less than three proposals are received. After discussion and consideration, it was decided to rebid the contract.

The contract was readvertised on August 28, 2022. One response was received by the October 5, 2022 deadline. The firm was Quest Corporation of America, Inc. Again, the Director of Procurement met with the Director of Public Outreach & Communications to review options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee shortlisted Quest Corporation of America, Inc. and declined having an interview. A recommendation to accept the Evaluation Committee's decision was submitted to the Executive Director who accepted the recommendation. The price proposal was opened on October 18, 2022.

The work to be performed includes public information services for projects that are in the Five-Year Work Plan.

Board award of the contract to Quest Corporation of America, Inc. in the amount of \$3,792,336.92 for a three year term with two one-year renewals is requested.

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: Angela Melton
Angela Melton
Director of Public Outreach & Communications


Michelle Maikisch

RFP-001935R Evaluation Committee – October 18, 2022 Minutes

Evaluation Committee for **Public Information Services, Contract No. 001935R** held a duly noticed meeting on Tuesday, October 18, 2022, starting at 9:00 a.m. in the Pelican Conference Room at the CFX Administration Bldg., Orlando, Florida.

Committee Members:

Angela Melton, Director of Public Outreach and Communications
Iranetta Dennis, Director of Supplier Diversity
Brian Hutchings, Manager of Communications
Taylor Williams, Customer Engagement and Brand Coordinator

Other Attendees:

Aneth Williams, Director of Procurement
Brad Osterhaus, Sr. Procurement/QC Administrator

Evaluation Portion:

Mr. Osterhaus began the meeting with introductions of the Committee members and explained that today's meeting is to open the price proposal.

Pricing

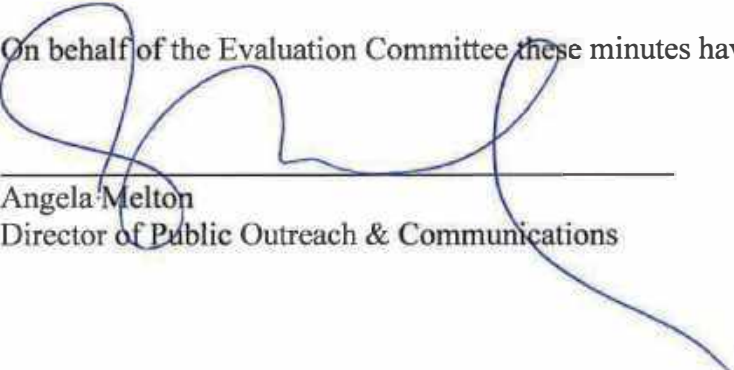
<u>Proposer</u>	<u>Total Price</u>
Quest Corporation of America, Inc.	\$3,792,336.92

The Evaluation Committee recommends the award of the Contract to Quest Corporation of America, Inc.

There being no further business to come before the Committee, the meeting was adjourned at 9:16 a.m. These are the official minutes of the evaluation Committee meeting for RFP-001935R held Tuesday, October 18, 2022.

Submitted by: 
Aneth Williams, Director of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:




Angela Melton
Director of Public Outreach & Communications

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Laura Kelley
Executive Director

FROM: Aneth Williams 
Director of Procurement

DATE: October 12, 2022

SUBJECT: Recommendation of Evaluation Committee
Public Information Services
Contract No. 001935

On August 23, 2022, one response to the Request for Proposal (RFP) for Public Information Services was received from Quest Corporation of America, Inc. As required by the Procurement Procedures, I met with the Chief of Staff/Public Affairs Officer and Director of Public Outreach & Communications to review options when less than three responses are received. It was decided to rebid the project. On October 5, 2022, one response was received from Quest Corporation of America, Inc. whose qualifications have been verified. It was decided this time to proceed with the procurement process. Notification of the solicitation was submitted to 535 firms and was also advertised in the Orlando Sentinel; 44 firms downloaded the solicitation.

After the decision to move forward was made, the Evaluation Committee (consisting of Angela Melton, Iranetta Dennis, Brian Hutchings and Taylor Williams) was provided with a copy of the RFP and Quest Corporation of America, Inc.'s proposal. On October 12, 2022, the Committee met and unanimously agreed to shortlist Quest Corporation of America, Inc.

Your acceptance or rejection of the Committee's recommendation for Quest Corporation of America, Inc. to move forward in the solicitation process is requested.

Accept Committee Recommendation Reject Committee Recommendation

Laura Kelley

Laura Kelley, Executive Director

If rejected, reason(s) for rejection:

CONTRACT



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



AND

**QUEST CORPORATION
OF AMERICA, INC.**

**PUBLIC INFORMATION SERVICES
CONTRACT NO. 001935**

**CONTRACT DATE: DECEMBER 8, 2022
CONTRACT AMOUNT: \$3,792,336.92**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE
FORM**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT
DISCLOSURE FORM**

PUBLIC INFORMATION SERVICES

CONTRACT NO. 001935

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 20
Exhibit "A" Scope of Services	
Exhibit "B" Method of Compensation	
Exhibit "C" Contractor Technical Proposal	
Exhibit "D" Contractor Price Proposal	
Exhibit "E" Potential Conflict Disclosure Form	

CONTRACT

This Contract is made this 8th day of December 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and QUEST CORPORATION OF AMERICA, INC., a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 17220 Camelot Court, Land O’ Lakes, FL 34638, hereinafter “the CONTRACTOR.”

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Public Information Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about August 29, 2022, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of one qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit “A”** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 The Contract,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal, and
- 1.5 The Price Proposal

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs

unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is \$3,792,336.92

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit “B”** and incorporated by reference (“Method of Compensation”), the technical proposal attached hereto as **Exhibit “C”**, and the Price Proposal attached hereto as **Exhibit “D”**, all of which shall be incorporated herein by reference.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR’s performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) “Proposal Records” shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending

litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "E."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are

qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 **Professional Liability.** Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONTRACTOR.

8.6 **Information Security/Cyber Liability Insurance** to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (**Only applicable for Vendors supplying technology related services and or products**)

- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR’s obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR’s policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR’s obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR’s expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the individuals listed below, hereinafter “Key Personnel.”

Name and Title of Key Personnel

Sharlene Lairscey, Client Relationship Manager

Mary Brooks, Project Principal

Elisa DiGrazia, Contract Manager

Kathy Putnam, Senior PIO Lead

Shemir Wiles, Senior PIO / QC Officer / Social Media

Kevin Camara, Senior PIO / Innovative Technology

Colleen Shea, PIO

Ashley Ingham, Junior PIO

and CONTRACTOR’s covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by

replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

None

Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right,

title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFXs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties

relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR’s employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations

respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

28. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

28. ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

29. E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

30. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

31. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Public Information Officer

Copy to: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: Quest Corporation of America, Inc.
Attn: Mary Brooks, Project Principal
17220 Camelot Court
Land O' Lakes, FL 34638

Copy to: Quest Corporation of America, Inc.
Attn: Elisa DiGrazia, Contract Manager
17220 Camelot Court
Land O' Lakes, FL 34638

32. EXHIBITS

This Contract references the exhibits listed below.

- Exhibit "A" Scope of Services
- Exhibit "B" Method of Compensation
- Exhibit "C" Contractor Technical Proposal
- Exhibit "D" Contractor Price Proposal
- Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 8, 2022.

ACCEPTED AND AGREED TO BY:

QUEST CORPORATION OF AMERICA, INC.

By: _____

_____ Title

ATTEST: _____(Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

EXHIBIT "A" – SCOPE OF SERVICES

**SCOPE OF SERVICES
PUBLIC INFORMATION SERVICES
CONTRACT NO. 001935**

1.0 GENERAL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials necessary to provide services. It contains work tasks believed necessary for public information services for projects and studies included in the Central Florida Expressway Authority's (CFX) 5-year work plan, excluding Wekiva Parkway projects, as approved at the time of proposal and including any subsequent updates that occur during the course of the contract period that meets CFX's needs.

2.0 CONTRACTOR SERVICES

The Contractor shall provide qualified professional, technical and support personnel to perform the work and provide the expertise and resources required by CFX. The Contractor shall work closely with CFX's Public Outreach and Communications Team and the Manager of Communications in providing the services included in this Scope of Services, as directed by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. All work performed by the Contractor shall be specifically authorized and approved in advance by CFX. Should there be circumstances in which new or replacement personnel is required during the contract period, the Contractor will notify and present such changes in advance to CFX for approval before of making any staffing changes serving the CFX Public Information Services contract.

2.1 Public Involvement

Overview

The Central Florida Expressway Authority understands that extensive public involvement is needed through all phases of a project, from the early conceptual and planning stages, into design and through the end of construction. CFX is in compliance with Florida Department of Transportation (FDOT) public involvement policies, practices and other legal foundations for public involvement as outlined in the FDOT *Public Involvement Handbook* (January 2021 or most current version). The FDOT *Public Involvement Handbook* provides techniques and methods to encourage meaningful public participation throughout the transportation decision-making process. It also provides guidance for developing and implementing effective public involvement activities during PD&E, Design and Construction that meet and/or exceed state and federal requirements.

2.1.1 Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations information regarding the development of a project. The Contractor, per the direction of the Project Manager, shall scale public involvement efforts to match the magnitude and complexity of each construction project.

2.1.2 The Contractor shall provide the Project Manager with drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, elected/appointed/stakeholder mailing lists, advertisements, fact sheets, etc.) associated with the following tasks for review and approval at least 8-10 business days prior to printing and/or distribution.

2.1.3 In addition to public involvement data collection, the Contractor shall assist CFX in preparing responses to any public inquiries as a result of the public involvement process. The Contractor shall keep detailed records of all contact with the public on behalf of CFX (See Section 2.3.7 - Project Database).

2.1.4 The Contractor shall provide all support necessary for CFX to hold or participate in various public meetings and events both in-person and virtually. For any of public meetings, the Contractor shall prepare and/or provide as directed by CFX:

- Scripts or agenda for presentation.
- Handouts, name tags and sign in sheets
- Graphics for presentations
- Photos from events and public meetings
- Meeting equipment set-up and tear-down
- Ability to conduct virtual meetings and hybrid virtual/public meetings
- Legal and/or display advertisements. The Contractor may, at CFX's sole discretion, be required to pay for the cost of publishing and will be reimbursed through the Allowance for Assignment Expenses
- Letters for notification of elected and appointed officials, property owners and other interested parties. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses
- News releases and social media posts / notifications, for use three to five days prior to meeting
- Summary notes of meetings to be provided to CFX no later than 5 business days after the meeting
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff
- Make sure to appropriately translate materials into Spanish, Creole and others as requested.

2.1.5 The Contractor shall research potential meeting sites to advise CFX on their suitability. The Contractor may, at CFX's sole discretion, be required to pay all costs for meeting site rents and insurance and be reimbursed through the Allowance for Assignment Expenses.

2.1.6 The Contractor shall attend the meetings with an appropriate number of personnel to assist CFX's Project Manager and Communications Team.

2.1.7 In addition to scheduled public meetings, the Contractor may, at CFX's sole discretion, be required to participate in unscheduled meetings with the public, elected

officials, or public agencies. The Contractor's participation may include but not limited to, participation during the meeting, note taking, and summarizing the meeting in a memo to the file.

2.1.8 The Contractor shall work directly with CFX's Manager of Communications to identify and execute community outreach opportunities related to projects included in the 5-year work plan. This may include meetings and/or presentations with Homeowners' Associations, PTO's, local government or community organizations, businesses or other groups as identified.

2.1.9 The Contractor, as directed by CFX's Manager of Communications, shall coordinate and conduct a pre-construction public meeting with the engineering and/or construction teams at least one month prior to the start of major construction projects.

2.1.10 Special Meetings - When a specific issue arises that requires immediate attention, the Contractor shall, as directed by CFX's Manager of Communications, arrange field meetings with residents and/or business owners to address their issues directly and quickly.

2.1.11 The Contractor shall provide staffing support, as directed by CFX's Manager of Communications, for public events and festivals.

2.1.12 The Contractor shall assist CFX in educational outreach for area schools (such as participation in CFX's program with Orange County Public School's STEM students).

2.2 **Public Hearings**

2.2.1 The Contractor, at a minimum, shall follow guidelines set forth by the Florida Department of Transportation's Public Involvement Handbook as it pertains to the requirements for Public Hearings including the following:

- Public officials and Agency letters. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes (this includes digital notifications).. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.
- Property owner letters. The Contractor shall provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.2 The Contractor shall provide the following items for public hearings:

- All elements of the multi-media presentation
- Graphics and photographs
- Displays of plans and report(s) for the public display

- Prepare a sufficiency review with the project team and CFX staff at least one week prior to the public hearing for the review of all meeting materials
- Brochures and/or handouts (printed in sufficient numbers to accommodate the number of attendees)
- Prepare public advertisements
- Court Reporter
- Prepare a virtual public hearing component as requested by CFX
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.2.3 The Contractor shall procure a verbatim transcript of the Public Hearing. The Contractor shall combine the transcript with any letters received by CFX as part of the public hearing record, affidavits of publication of legal ads and shall provide copies of the transcript for CFX's use. The Contractor shall also prepare a Public Hearing Summary and Transcript if the project will be processed as a Categorical Exclusion.

2.3 Public Information

2.3.1 The Contractor shall prepare a Community Awareness Plan (CAP) for each Capacity Improvements, Interchange or System Expansion Projects or other projects as directed by CFX at a minimum of 6 weeks prior to the start of construction. The objective of the CAP is to establish a clear plan on how the stakeholders (local governments, property owners, tenants, businesses, motorists and the public) will be notified of the planned project and how they will continue to be informed throughout construction. The CAP contains a comprehensive inventory of project stakeholders and identifies potential challenges and issues that might arise during construction. The CAP also identifies potential challenges and serves as a proactive 'road map' of how the public involvement effort will address those challenges.

2.3.2 Project Factsheets - Following Florida's Plain Language Initiative Guidelines, the Contractor shall create customized Fact Sheets for CFX Capacity Improvements, Interchange or System Expansion Projects, or other projects as directed. The Fact Sheets shall provide a project overview (including the scope, limits and duration), a map graphic and details noting the benefits of the project. The Fact Sheets shall also be translated into Spanish, Creole and others as directed. The Contractor shall disseminate the Fact Sheets to the project stakeholders prior to the start of construction and place them on the project webpage on CFX's website.

2.3.3 Website – CFX creates a unique section on our website for current and planned construction projects containing project information, maps, pictures and even videos. The Contractor shall submit project updates directly to CFX's website as appropriate. The Contractor, at CFX's sole discretion, may also be required to create project web pages/websites throughout the planning, design, and/or construction process.

2.3.4 Construction Alerts – The Contractor shall prepare and distribute, following the review and approval by CFX's Manager of Communications, construction alerts about

construction-related closures and detours. The construction alerts shall describe the traffic impacts, provide a brief summary of the construction project and a point of contact for additional information. The Contractor shall email the alerts to the media, emergency services and other stakeholders. The Contractor shall also post the alerts on CFX's website and designated social media pages.

2.3.5 Additional Notifications – To provide advanced information about major construction-related events, the Contractor shall coordinate with CFX to send customized email alerts to E-PASS customers. The email alerts shall be targeted to E-PASS customers that travel through the specific work area. May have to send multiple emails, notifications as part of the CAP determined by the extent of construction.

In cases where construction may impact nearby homes or businesses (such as night work, pile driving, or street closures), the Contractor shall prepare and distribute to individual homeowners' items such as Door Hanger Flyers (typically double-sided with one English side and one Spanish side) or other similar communication tools. All individual homeowner communication tools shall provide details about the work, the possible impact, and a point of contact for questions or additional information.

In unique cases when a major travel impact is planned, the Contractor shall coordinate with CFX to design and print flyers to be distributed to customers using the manned lanes at CFX's Mainline Plazas. The flyers are typically distributed 4-5 days prior to the scheduled work.

2.3.6 The Contractor shall respond to project-related calls within 24 hours of receipt, or the morning of the next business day if received on the weekend or during a holiday.

2.3.7 Project Database – the Contractor shall create a customized database for each construction project. The Contractor shall make ongoing updates to the databases with a comprehensive record of all contacts made, action taken, and information received and disseminated. The Contractor shall provide CFX's Manager of Communications a weekly report for each of the active projects or as requested.

2.3.8 Media Outreach - Reaching out to the media to make them aware of pending projects and major activities helps CFX to foster trust and openness. The Contractor shall be responsible for all press releases to media (TV, radio, newspapers) regarding any forthcoming lane closures, traffic detours, etc. All press releases and construction alerts should be submitted to CFX's Manager of Communications at least three (3) days prior to the distribution deadline. The Contractor is also required to conduct media outreach and interviews as directed by CFX. The Contractor shall receive approval from CFX's Manager of Communications before replying to media inquiries. The Contractor shall provide CFX's Manager of Communications with Media Talking Points for review and approval prior to all media interviews. The Contractor shall also maintain a comprehensive Media Contact database for use in media outreach efforts.

2.3.9 Social Media - The Contractor is required to post construction and project alerts on CFXway.com and post social media updates as directed to CFX's social media platforms.

2.3.10 Weekly coordination meetings - The Contractor shall prepare the Agenda for the weekly PIO Coordination meetings with CFX's Public Outreach and Communications team as well as agendas for the bi-weekly engineering and construction team meetings.

2.3.11 Newsletter content - CFX sends out a monthly electronic newsletter, *Driving CFX*. The newsletter shares CFX information and updates. The newsletter is emailed to drivers who sign up online at www.CFXway.com. CFX also distributes a monthly newsletter, *Leading CFX*, to elected officials and transportation stakeholders. The Contractor will submit articles to the Manager of Communications by the end of the first week of each month for the CFX newsletter.

2.3.12 The Contractor shall provide the CFX Communications team with brief and timely project updates each month that will be distributed through an email to elected officials and key stakeholders by the CFX team.

2.3.13 The Contractor shall track and coordinate any project related damage claims.

2.3.14 The Contractor shall attend project progress meetings either in person or virtually.

2.3.15 The Contractor shall take meeting notes as necessary.

2.3.16 The Contractor shall immediately contact CFX's Manager of Communications with any issues that may require urgent attention that could impact the Agency and/or its customers.

2.4 **Quality Control**

The Contractor shall provide a detailed plan of quality control measures to be implemented in this contract and ensuring that all work meets CFX standards and criteria. The plan should outline processes for the measures and ensure that individuals performing quality checks are not directly involved with the day to day tasks but an oversight group of qualified contractor team members.

3.0 **ADDITIONAL SERVICES**

Additional services may be assigned to the Contractor in accordance with this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#28**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 19, 2022

SUBJECT: Approval of Contract Award to The Valerin Group, Inc. for
Public Information Miscellaneous Services - SSBE
Contract No. 001949

Request for Proposals (RFP) from qualified firms to provide Public Information Miscellaneous Services was advertised on August 21, 2022. One (1) response was received by the September 22, 2022 deadline. The firm was The Valerin Group, Inc. As required by the Procurement Procedures Manual, the Director of Procurement met with the Director of Public Outreach & Communications to review options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee shortlisted The Valerin Group, Inc. A recommendation to accept the Evaluation Committee's decision was submitted to the Executive Director who accepted the recommendation. An interview was held on October 6, 2022, after which the price proposal was opened.

The work to be performed includes public information services for miscellaneous projects that are in the Five-Year Work Plan.

Board award of the contract to The Valerin Group, Inc. in the amount of \$1,849,840.00 for a three year term with two one-year renewals is requested.

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: Angela Melton
Angela Melton
Director of Public Outreach & Communications


Michelle Maikisch

RFP-001949 Evaluation Committee – October 6, 2022 Minutes

Evaluation Committee for **Public Information Misc. Services - SSBE, Contract No. 001949** held a duly noticed meeting on Thursday, October 6, 2022, starting at 9:00 a.m. in the Sandpiper Conference Room at the CFX Administration Bldg., Orlando, Florida.

Committee Members:

Angela Melton, Director of Public Outreach and Communications
Iranetta Dennis, Director of Supplier Diversity
Dana Chester, Director of Engineering
Brian Hutchings, Manager of Communications
Taylor Williams, Customer Engagement and Brand Coordinator

Other Attendees:

Aneth Williams, Director of Procurement
Brad Osterhaus, Sr. Procurement/QC Administrator

Evaluation Portion:

Mr. Osterhaus began the meeting with introductions of the Committee members and The Valerin Group, Inc. He then opened the floor for the interview process.

Pricing

Upon completion of the interview, the price proposal was opened.

<u>Proposer</u>	<u>Total Price</u>
The Valerin Group, Inc.	\$1,849,840.00

The Evaluation Committee recommends the award of the Contract to The Valerin Group, Inc.

There being no further business to come before the Committee, the meeting was adjourned at 10:15 a.m. These are the official minutes of the evaluation Committee meeting for RFP-001949 held Thursday, October 6, 2022.

Submitted by:


Aneth Williams, Director of Procurement


On behalf of the Evaluation Committee these minutes have been review and approved by:


Angela Melton
Director of Public Outreach & Communications

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Laura Kelley
Executive Director

FROM: Aneth Williams 
Director of Procurement

DATE: October 4, 2022

SUBJECT: Recommendation of Evaluation Committee
Public Information Miscellaneous Services - SSBE
Contract No. 001949

On September 22, 2022, one response to the Request for Proposal (RFP) for Public Information Miscellaneous Services was received from The Valerin Group, Inc. As required by the Procurement Procedures, I met with the Chief of Staff/Public Affairs Officer and Director of Public Outreach & Communications to review options when less than three responses are received. It was decided to proceed with the procurement process. The Valerin Group, Inc.'s qualifications have been verified. Notification of the solicitation was sent to eight (8) registered SSBE firms and was also advertised in the Orlando Sentinel; 13 firms downloaded the solicitation.

After the decision to move forward was made, the Evaluation Committee (consisting of Angela Melton, Dana Chester, Iranetta Dennis, Brian Hutchings and Taylor Williams) was provided with a copy of the RFP and The Valerin Group, Inc.'s proposal. On October 4, 2022, the Committee met and unanimously agreed to shortlist The Valerin Group, Inc.

Your acceptance or rejection of the Committee's recommendation for The Valerin Group, Inc. to move forward in the solicitation process is requested.

Accept Committee Recommendation

Reject Committee Recommendation


Laura Kelley, Executive Director

If rejected, reason(s) for rejection:

CONTRACT



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



AND

THE VALERIN GROUP, INC.

**PUBLIC INFORMATION SERVICES – MISCELLANEOUS
(SSBE)**

CONTRACT NO. 001949

CONTRACT DATE: DECEMBER 8, 2022

CONTRACT AMOUNT: \$1,849,840.00

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE
FORM**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT
DISCLOSURE FORM**

**PUBLIC INFORMATION SERVICES – MISCELLANEOUS
(SSBE)**

CONTRACT NO. 001949

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 20
Exhibit "A" Scope of Services	
Exhibit "B" Method of Compensation	
Exhibit "C" Contractor Technical Proposal	
Exhibit "D" Contractor Price Proposal	
Exhibit "E" Potential Conflict Disclosure Form	

CONTRACT

This Contract is made this 8th day of December 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and THE VALERIN GROUP, INC., a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 3903 Northdale Blvd., 100E, Tampa FL. 33624, hereinafter “the CONTRACTOR.”

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Public Information Services – Miscellaneous and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about August 22, 2022, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of one qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit “A”** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 The Contract,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal, and
- 1.5 The Price Proposal

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.) If necessary, the Procurement Director may extend the term of the Contract to complete any pending tasks or assignments so long as it will not increase or require any further increases in the contract amount.

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or

services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is \$1,849,840.00

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit “B”** and incorporated by reference (“Method of Compensation”), the technical proposal attached hereto as **Exhibit “C”**, and the Price Proposal attached hereto as **Exhibit “D”**, all of which shall be incorporated herein by reference.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR’s performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) “Proposal Records” shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending

litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "E."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are

qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 **Professional Liability.** Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONTRACTOR.

8.6 **Information Security/Cyber Liability Insurance** to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (**Only applicable for Vendors supplying technology related services and or products**)

- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR’s obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR’s policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR’s obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR’s expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the individuals listed below, hereinafter “Key Personnel.”

Name and Title of Key Personnel

Valerie Ciudad-Real, Principal-in-Charge | Contract & QC Manager

Andy Orrell, Senior Public Information Officer

Erin Kleinfelt, Public Information Officer

Susan Clary, Public Information Officer

Astra Champion, Public Information Officer

Ashlee Cornett, Public Information Officer | Senior Administrator

Alice Ramos (Bilingual), Public Information Officer

Chuck Thompson, Graphic Designer

Brittany Bisacca, Graphic Designer

David Herrera (Bilingual), Graphic Designer

Kenny Gil, Multimedia Specialist | Web Developer

and CONTRACTOR’s covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

None

Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFXs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

28. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

28. ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

29. E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

30. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

31. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: CFX Public Affairs Officer

With a copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: THE VALERIN GROUP, INC.
Attn: Valerie Ciudad-Real, President
13014 N. Dale Mabry Highway, #820,
Tampa, FL 33618

32. EXHIBITS

This Contract references the exhibits listed below.

- Exhibit "A" Scope of Services
- Exhibit "B" Method of Compensation
- Exhibit "C" Contractor Technical Proposal
- Exhibit "D" Contractor Price Proposal
- Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 8, 2022.

ACCEPTED AND AGREED TO BY:

THE VALERIN GROUP, INC.

By: _____

_____ Title

ATTEST: _____(Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

EXHIBIT "A" – SCOPE OF SERVICES

**SCOPE OF SERVICES
PUBLIC INFORMATION SERVICES – MISCELLANEOUS
CONTRACT NO. 001949**

1.0 GENERAL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials necessary to provide services. It contains work tasks believed necessary for public information services for miscellaneous projects and other assigned projects that are in the Central Florida Expressway Authority's (CFX) 5-year work plan as approved at the time of proposal and including any subsequent updates that occur during the course of the contract period that meets CFX's needs.

2.0 CONTRACTOR SERVICES

The Contractor shall provide qualified professional, technical and support personnel to perform the work and provide the expertise and resources required by CFX. The Contractor shall work closely with CFX's Public Outreach and Communications team and the Manager of Communications in providing the services included in this Scope of Services, as directed by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. All work performed by the Contractor shall be specifically authorized and approved in advance by CFX. Should there be circumstances in which new or replacement personnel is required during the contract period, the Contractor will notify and present such changes in advance to CFX for approval before making any staffing changes serving the CFX Public Information Services contract.

2.1 Public Involvement

Overview

The Central Florida Expressway Authority understands that extensive public involvement is needed through all phases of a project, from the early conceptual and planning stages, into design and through the end of construction. CFX is in compliance with Florida Department of Transportation (FDOT) public involvement policies, practices and other legal foundations for public involvement as outlined in the FDOT *Public Involvement Handbook* (January 2021 or most current version). The FDOT *Public Involvement Handbook* provides techniques and methods to encourage meaningful public participation throughout the transportation decision-making process. It also provides guidance for developing and implementing effective public involvement activities during PD&E, Design and Construction that meet and/or exceed state and federal requirements.

2.1.1 Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations information regarding the development of a project. The Contractor, per the direction of the Project Manager, shall scale public involvement efforts to match the magnitude and complexity of each construction project.

2.1.2 The Contractor shall provide the Project Manager with drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, elected/appointed/stakeholder mailing lists, advertisements, fact sheets, etc.) associated with the following tasks for review and approval at least eight to ten (8-10) business days prior to printing and/or distribution.

2.1.3 In addition to public involvement data collection, the Contractor shall assist CFX in preparing responses to any public inquiries as a result of the public involvement process. The Contractor shall keep detailed records of all contact with the public on behalf of CFX (**See Section 2.3.7 - Project Database**).

2.1.4 The Contractor shall research potential meeting sites to advise CFX on their suitability. The Contractor may, at CFX's sole discretion, be required to pay all costs for meeting site rents and insurance and be reimbursed through the Allowance for Assignment Expenses.

2.1.5 The Contractor shall attend the meetings with an appropriate number of personnel to assist CFX's Manager of Communications and Communications Team.

2.1.6 The Contractor shall work directly with the CFX's Manager of Communications to identify and execute community outreach opportunities related to miscellaneous projects and other assigned projects included in the 5-year work plan. This may include meetings and/or presentations with Homeowners' Associations, PTO's, local government or community organizations, businesses or other groups as identified.

2.1.7 The Contractor shall be required to coordinate and conduct a pre-construction public meeting, as directed by CFX's Manager of Communications, at least one month prior to the start of specific construction projects.

2.1.8 Special Meetings - When a specific issue arises that requires immediate attention, the Contractor shall, as directed by CFX's Manager of Communications, arrange field meetings with residents and/or business owners to address their issues directly and quickly.

2.1.9 The Contractor shall provide staffing support, as directed by CFX's Manager of Communications, for public events and festivals.

2.1.10 The Contractor shall assist CFX in educational outreach for area schools (such as participation in CFX's program with Orange County Public School's STEM students).

2.2 **Public Information**

2.2.1 The Contractor shall prepare a Community Awareness Plan (CAP) for projects as directed by CFX at a minimum of 6 weeks prior to the start of construction. The objective of the CAP is to establish a clear plan on how the stakeholders (local governments, property owners, tenants, businesses, motorists and the public) will be notified of the planned project and how they will continue to be informed throughout construction. The CAP contains a comprehensive inventory of project stakeholders and identifies potential challenges and issues that might arise during construction. The CAP also identifies potential challenges

and serves as a proactive ‘road map’ of how the public involvement effort will address those challenges.

2.2.2 Project Factsheets - Following Florida’s Plain Language Initiative Guidelines, the Contractor shall create customized Fact Sheets for CFX Capacity Improvements, Interchange or System Expansion Projects, or other projects as directed. The Fact Sheets shall provide a project overview (including the scope, limits and duration), a map graphic and details noting the benefits of the project. The Fact Sheets shall also be translated into Spanish, Creole and others as directed. The Contractor shall disseminate the Fact Sheets to the project stakeholders prior to the start of construction and place them on the project webpage on CFX’s website.

2.2.3 Website – CFX creates a unique section on our website for current and planned construction projects containing project information, maps, pictures and even videos. The Contractor shall submit project updates directly to CFX’s website as appropriate. The Contractor, at CFX’s sole discretion, may also be required to create project web pages/websites throughout the planning, design, and/or construction process.

2.2.4 Construction Alerts – The Contractor shall prepare and distribute, following the review and approval by CFX’s Manager of Communications, construction alerts about construction-related closures and detours. The construction alerts shall describe the traffic impacts, provide a brief summary of the construction project and a point of contact for additional information. The Contractor shall email the alerts to the media, emergency services and other stakeholders. The Contractor shall also post the alerts on CFX’s website and designated social media pages.

2.2.5 Additional Notifications – To provide advanced information about major construction-related events, the Contractor shall coordinate with CFX to send customized email alerts to E-PASS customers. The email alerts shall be targeted to E-PASS customers that travel through the specific work area. May have to send multiple emails, notifications as part of the CAP determined by the extent of construction.

In cases where construction may impact nearby homes or businesses (such as night work, pile driving, or street closures), the Contractor shall prepare and distribute to individual home owners such as Door Hanger Flyers (typically double-sided with one English side and one Spanish side) or other similar communication tools. All individual homeowner communications tools shall provide details about the work, the possible impact and a point of contact for questions or additional information.

In unique cases when a major travel impact is planned, the Contractor shall coordinate with CFX to design and print flyers to be distributed to customers using the manned lanes at CFX’s Mainline Plazas. The flyers are typically distributed 4-5 days prior to the scheduled work.

2.2.6 The Contractor shall respond to project related calls within 24 hours of receipt, or the morning of the next business day if received on the weekend or during a holiday.

2.2.7 Project Database – the Contractor shall create a customized database for each construction project. The Contractor shall make ongoing updates to the databases with a comprehensive record of all contacts made, action taken, and information received and disseminated. The Contractor shall provide CFX’s Manager of Communications a weekly report for each of the active projects or as requested. The Contractor shall alert CFX’s Manager of Communications of any project-related issues or complaints that require immediate attention.

2.2.8 Media Outreach – The Proposer shall have active and solid working relationships with local news media outlets. Reaching out to the media to make them aware of pending projects and major activities helps CFX to foster trust and openness. The Contractor shall be responsible for all press releases to media (TV, radio, newspapers) regarding any forthcoming lane closures, traffic detours, etc. All press releases and construction alerts should be submitted to CFX’s Manager of Communications at least three (3) days prior to the distribution deadline.

The Contractor is also required to conduct media outreach and interviews as directed by CFX. The Contractor shall copy CFX’s communication team on all media related emails and notify CFX of any and all media inquiries in a timely manner. The Contractor shall receive approval from CFX’s Manager of Communications before replying to media inquiries. The Contractor shall provide CFX’s Manager of Communications with Media Talking Points for review and approval prior to all media interviews. The Contractor shall also maintain a comprehensive Media Contact database for use in media outreach efforts.

2.2.9 Social Media - The Contractor is required to post construction and project alerts on CFXway.com and shall create social media content for posting updates as directed to CFX’s social media platforms.

2.2.10 Weekly coordination meetings - The Contractor shall submit project agenda-items to CFX’s Manager of Communications for the weekly PIO Coordination meetings.

2.2.11 Newsletter content - CFX sends out a monthly electronic newsletter, *Driving CFX*. The newsletter shares CFX information and updates. The newsletter is emailed to drivers who sign up online at www.CFXway.com. CFX also distributes a monthly newsletter, *Leading CFX*, to elected officials and transportation stakeholders. The Contractor will submit requested articles to the Manager of Communications by the end of the first week of each month for the CFX newsletters.

2.2.12 The Contractor shall provide the CFX Communications team with brief and timely project updates each month that will be distributed through an email to elected officials and key stakeholders by the CFX team.

2.2.13 The Contractor shall track and coordinate any project related damage claims in a claims log, this information will also be updated in the project database.

2.2.14 The Contractor shall attend project progress meetings either in person or virtually and provide updates on PIO inquiries and action taken.

2.2.15 The Contractor shall take meeting notes as necessary.

2.2.16 The Contractor shall immediately contact CFX's Manager of Communications with any issues that may require urgent attention that could impact the Agency and/ or its customers.

2.3 **Quality Control**

The Contractor shall provide a detailed plan of quality control measures to be implemented in this contract and ensuring that all work meets CFX standards and criteria. The plan should outline processes for the measures and ensure that individuals performing quality checks are not directly involved with the day to day tasks but an oversight group of qualified contractor team members.

3.0 **ADDITIONAL SERVICES**

Additional services may be assigned to the Contractor in accordance with this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

END OF SCOPE OF SERVICES


CONSENT AGENDA ITEM

#29

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 20, 2022

SUBJECT: Approval of Contract Award to Day Communications, Inc. for
Public Outreach Education and Communications Consultant Services – SSBE
Contract No. 001950

Request for Proposals (RFP) from qualified firms to provide Public Outreach Education and Communications Consultant Services was advertised on August 29, 2022. Two responses were received by the October 10, 2022 deadline. Those firms were Day Communications, Inc. and Maven Brand Group LLC. As required by the Procurement Procedures Manual, the Director of Procurement met with the Director of Public Outreach & Communications to review options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee shortlisted the firms and interviews were held on October 24, 2022. The price proposals were then opened and scored. The combined scores for the technical and price proposals were calculated and the result is shown below:

<u>Ranking</u>	<u>Firm</u>
1	Day Communications, Inc.
2	Maven Brand Group LLC

The work to be performed includes public outreach education and communications to increase brand awareness of CFX and E-PASS.

Board award of the contract to Day Communications, Inc. in the amount of \$4,492,375.00 for a three-year term with two one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by: Angela Melton
Angela Melton
Director of Public Outreach & Communications


Michelle Maikisch

RFP-001950 Evaluation Committee – October 24, 2022 Minutes

Evaluation Committee for **Public Information Services - SSBE, Contract No. 001950** held a duly noticed meeting on Monday, October 24, 2022, starting at 2:00 p.m. in the Pelican Conference Room at the CFX Administration Bldg., Orlando, Florida.

Committee Members:

Angela Melton, Director of Public Outreach and Communications
Iranetta Dennis, Director of Supplier Diversity
Brian Hutchings, Manager of Communications
Taylor Williams, Customer Engagement and Brand Coordinator
Paul Schatz, Manager of Toll Operations

Other Attendees:

Brad Osterhaus, Sr. Procurement/QC Administrator

Interviews / Q & A:

Mr. Osterhaus began each interview with introduction of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Day Communications, Inc.	02:00 – 02:30 p.m.
Maven Brand Group LLC.	02:40 – 03:10 p.m.

Evaluation Portion:

After the interviews, the committee members individually completed their scorings and submitted them for tallying. The scores are as shown:

<u>Proposer</u>	<u>Total Raw Points</u>	<u>Average Points</u>
Day Communications, Inc.	464	92.8
Maven Brand Group LLC	293	58.6

Pricing

Upon completion of the interviews, Mr. Osterhaus opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
Day Communications, Inc.	\$4,492,375.00	2.07
Maven Brand Group LLC	\$1,861,550.00	5.00

Total Points and Rankings

<u>Proposer</u>	<u>Avg.Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
Day Communications, Inc.	92.80	2.07	94.87	1
Maven Brand Group LLC	58.60	5.00	63.60	2

The Evaluation Committee recommends the award of the Contract to Day Communications, Inc.

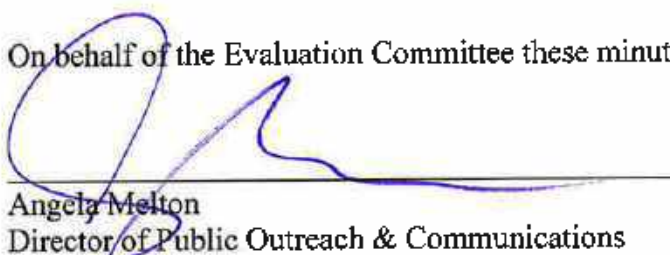
There being no further business to come before the Committee, the meeting was adjourned at 3:36 p.m. These are the official minutes of the evaluation Committee meeting for RFP-001950 held Monday, October 24, 2022.

Submitted by:



Bradley Osterhaus, Sr. Procurement/QC Administrator

On behalf of the Evaluation Committee these minutes have been review and approved by:



Angela Melton
Director of Public Outreach & Communications






CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
 PUBLIC OUTREACH EDUCATION & COMMUNICATIONS CONSULTANT SERVICES - SSBF
 RFP - CONTRACT NO. 001950

EVALUATOR	Day Communications, Inc.		Maven Brand Group LLC	
	TECHNICAL	INTERVIEW	TECHNICAL	INTERVIEW
ANGELA MELTON	75	20	43	10
BRIAN HUTCHINGS	73	19	38	15
TAYLOR WILLIAMS	75	20	33	10
IRANETTA DENNIS	70	18	50	15
PAUL SCHATZ	75	19	62	17
TOTAL	368	96	226	67
AVG. TECH. POINTS	73.60	19.20	45.20	13.40

PRICE PROPOSAL SUMMARY		
PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Day Communications, Inc.	\$ 4,492,375.00	2.07
Maven Brand Group LLC	\$ 1,961,550.00	5.00

POINT TOTALS AND FINAL RANKING				
PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Day Communications, Inc.	92.60	2.07	94.67	1
Maven Brand Group LLC	56.60	5.00	63.60	2

Committee Members

 ANGELA MELTON	Monday, October 24, 2022
 BRIAN HUTCHINGS	Monday, October 24, 2022
 TAYLOR WILLIAMS	Monday, October 24, 2022
 IRANETTA DENNIS	Monday, October 24, 2022
 PAUL SCHATZ	Monday, October 24, 2022

CONTRACT



AND

**DAY COMMUNICATIONS, INC.
(SSBE)**

**PUBLIC OUTREACH EDUCATION AND
COMMUNICATIONS CONSULTANT SERVICES**

**CONTRACT NO. 001950
CONTRACT DATE: DECEMBER 8, 2022
CONTRACT AMOUNT: \$4,492,375.00**

**CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD
OF COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE
FORM**

**CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND
POTENTIAL CONFLICT DISCLOSURE FORM**

**PUBLIC OUTREACH EDUCATION AND
COMMUNICATIONS CONSULTANT SERVICES**

CONTRACT NO. 001950

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 20
Exhibit "A" Scope of Services	
Exhibit "B" Method of Compensation	
Exhibit "C" Contractor Technical Proposal	
Exhibit "D" Contractor Price Proposal	
Exhibit "E" Potential Conflict Disclosure Form	
Attachments	
Addendum No. 1	
Addendum No. 2	
Addendum No. 3	

CONTRACT

This Contract is made this 8th day of December 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and Day Communications, Inc., a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 501 S. New York Ave., Suite 200, Winter Park, FL 32789, hereinafter “the CONTRACTOR.”

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Public Outreach Education and Communications Consultant Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about August 29, 2022, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit “A”** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 The Contract,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal, and
- 1.5 The Price Proposal

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause

whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the Initial Contract Term is \$4,492,375.00
- 3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit “B”** and incorporated by reference (“Method of Compensation”), the technical proposal attached hereto as **Exhibit “C”**, and the Price Proposal attached hereto as **Exhibit “D”**, all of which shall be incorporated herein by reference.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR’s performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) “Proposal Records” shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending

litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are

qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 **Professional Liability.** Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONTRACTOR.

8.6 **Information Security/Cyber Liability Insurance** to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (**Only applicable for Vendors supplying technology related services and or products**)

- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR’s obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR’s policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR’s obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR’s expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (v) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the individuals listed below, hereinafter “Key Personnel.”

Name and Title of Key Personnel

Amanda Day, Project Manager

Katherine Davis, Project Manager II

Dori Madison, Sr. Communications Specialist

Trenda McPherson, Sr. Marketing Specialist

April Owens, Media Buyer / Marketing Specialist

Kellie Majorie, Graphic Designer, Digital Media/Video Editor

Lauren Powell, Graphic Designer, Media Traffic Coordinator

Betsy Holl, Administration/Support Staff

and CONTRACTOR’s covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by

replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

Lure Design Inc.	Marketplace Blueprint	Harvey Smith Photography
Robert Pursley	John Cutter	Scaletta Photography

Studio Say So	KLR Agency	Net Conversion
Marketing for Change	Dan Tracy	Judy Watson Tracy
Doverwood Communication	Creative Fuel Advertising	Push Button Productions
Flight of Ideas	Study Hall Research	Imelda Dutton
Bean Productions	Boldist	Sailforth Productions
Leo Samayoa	Promote Live, Inc.	Karen Doty

Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFXs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

22. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

Coy to: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: DAY COMMUNICATIONS, INC.
501 S. New York Ave., Suite 200
Winter Park, FL 32789
Attn: Amanda Day, Project Manager

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Potential Conflict Disclosure Form
Exhibit "D" Potential Conflict Disclosure Form
Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 8, 2022.

ACCEPTED AND AGREED TO BY:

DAY COMMUNICATIONS, INC.

By: _____

_____ Title

ATTEST: _____(Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

EXHIBIT "A" – SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES
PUBLIC OUTREACH COMMUNICATIONS AND
MARKETING CONSULTANT SERVICES

1.0 DESCRIPTION

The Central Florida Expressway Authority (CFX) requires the services of a Public Outreach Communications and Marketing Consultant (Consultant). Services required consist of, but are not limited to,

1.1

- Strategic communications to increase awareness of the CFX Brand, expressways, and E-PASS products.
- Social media strategy, management and content support to increase reach and engagement.
- Development of engaging content and culturally relevant messaging for websites, publications, presentations and the E-PASS customer service teams.
- Coordinate and draft bylines in state, national and trade publications for both earned and advertorial opportunities to increase visibility.
- Development and production of CFX's annual reports and plans
- Community outreach to support a minimum of seven events within CFXs jurisdiction annually
- Develop high-impact marketing campaigns and materials for target audiences, which may include strategic planning, creative concepts, outdoor billboard design, radio spots, print advertising, digital ads, video development and production, photography, and website development and redesign to grow the customer base
- Conduct market research to determine trends, customer profiles and expectations
- Expand and optimize product distribution channels
- Develop and coordinate a comprehensive paid media plan for a minimum of four campaigns annually which may include negotiating, scheduling, placing buys, monitoring, invoice reconciliation, and reporting. (CFX purchases all paid media buys per consultant recommendation.)
- Provide as request, but at a minimum, quarterly reports recapping marketing campaign performance and best practices.

Anticipated projects include, but are not limited to, the following:

- Consumer Product Marketing, i.e. E-PASS
- Customer Loyalty Programs
- Social Media Campaigns

- Annual Reports
- Safety Campaigns
- ROI Quarterly Reporting

1.2 The Consultant shall make available the personnel, facilities, supplies, materials and resources, necessary to enable the CFX to achieve its communication and marketing goals. The Consultant shall work closely with CFX staff in providing the support services included in this project scope as directed by the CFX. The Consultant shall be responsible to ensure that sufficient staff or other resources are available to service multiple projects in progress concurrently.

1.3 CFX does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.

2.0 CONSULTANT SERVICES

2.1 The Consultant shall provide qualified professional, technical and support personnel to perform the work to support CFX's communications and marketing program through task orders.

CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. As used in the context of this Scope of Services, support shall be defined to include advising, informing, suggesting, evaluating, reviewing and quality assurance, recommending and planning the entire range of activities associated with communication and marketing.

Attending and preparing for project meetings, in addition to providing reports and Return on Investment (ROI) reports, to support CFX communications and marketing program. All work subcontracted by the Consultant shall be specifically authorized and approved in advance by CFX through task orders.

3.0 SPECIAL TASKS ALLOWANCE

Special tasks may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No special tasks shall begin without prior written authorization to the Consultant to perform the work.

4.0 COMPENSATION

Compensation to the Consultant will be made in accordance with Exhibit B, Method of Compensation. The Consultant shall pay all applicable sales tax charged by outside

vendors/ sub-consultants for goods/services purchased by the Consultant in the performance of its responsibilities under the Contract. Any such sales tax paid by the Consultant will be reimbursed by CFX. However, CFX is exempt from sales tax billed directly.

5.0 TERM OF CONTRACT AND RENEWAL OPTIONS

Work shall commence upon issuance of the written Notice to Proceed from CFX's Director of Public Outreach and Communications. The term and renewals options shall be as specified in the Contract.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#30**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 19, 2022

SUBJECT: Approval of Second Contract Renewal with Access Information Management Corporation for Offsite Records Storage Services
Contract No. 001523

Board approval is requested for the second renewal of the referenced contract with Access Information Management Corporation in the amount of \$0.00 for one year beginning on March 14, 2023 and ending March 13, 2024. The original contract was for three years with two one-year renewals.

The work to be performed includes offsite records storage services.

Original Contract	\$108,000.00
First Renewal	\$ 30,000.00
Second Renewal	\$ 0.00
Total	<u>\$138,000.00</u>

This contract is included in the OM&A Budget.

Reviewed by: Tim O'Toole
Tim O'Toole
Director of Records Management



Michelle Maikisch

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001523**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of December 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Access Information Management Corporation., registered and authorized to do business in the State of Florida, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated March 14, 2019, (collectively, the “Original Agreement”), with a Notice to Proceed date of March 14, 2019, whereby CFX retained the Consultant to perform offsite records storage services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Consultant agree to exercise the first renewal of said Original Agreement which renewal shall begin on March 14, 2022 and end on March 13, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term.** The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the First Renewal Agreement, in an amount up to \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

ACCESS INFORMATION MANAGEMENT CORPORATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2022 for its exclusive use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001523**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of December 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Access Information Management Corporation., registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated March 14, 2019, (collectively, the "Original Agreement"), with a Notice to Proceed date of March 14, 2019, whereby CFX retained the Consultant to perform offsite records storage services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on March 14, 2022 and end on March 13, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "B"** as attached in an amount up to \$30,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

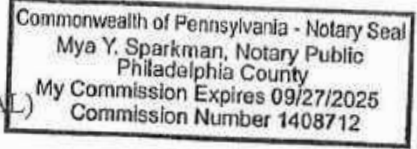
ACCESS INFORMATION MANAGEMENT CORPORATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Print Name: DAK DELANEY
Title: Director of Client Care

By: Aneth Williams
Digitally signed by Aneth Williams
Date: 2022.03.24 16:17:28 -04'00'
Aneth Williams, Director of Procurement

ATTEST: 03/23/2022
Mya Y. Sparkman (SEAL)



Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 24th day of MARCH, 2022 for its exclusive use and reliance.

By: _____
Print Name: _____

By: _____
Print Name: _____

By: [Signature]
Diego "Woody" Rodriguez, General Counsel



Access Information Management
500 Unicorn Park
Suite 503
Woburn, MA 01801

TEL 978.539.3350
FAX 978.777.0145
WEB accesscorp.com

August 1, 2019

613811775*****MKED AADC 197
Central Florida Expressway Authority
4974 Ori Tower Rd
Orlando, FL 32807-1684

19 AUG 12 AM 11:22



Notice of Consolidation of Access Affiliate Subsidiaries

Access is an international leader in records and information management, now serving more than 230 markets across the US and Canada with additional operations in, Brazil, Latin America, and the Caribbean. We are excited to continue to support your organization as part of the Access family.

We are reaching out to notify you that Access is consolidating various subsidiaries affiliated with our acquisition of Retrievevex, Inc. in 2012. Retrievevex, Inc. is the sole member of the subsidiaries: Retrievevex Acquisition LLC I, Retrievevex Acquisition LLC II, Retrievevex Acquisition LLC III and Retrievevex Acquisition LLC IV.

Effective on August 31, 2019, the wholly-owned subsidiaries will merge with Retrievevex, Inc. and **Retrievevex, Inc. will be the sole surviving entity.** This letter serves as formal notification of this change to our corporate structure.

This merger will not impact or change any of the services that Access now offers you. This merger will also not have any effect on the terms, provisions and conditions of your services agreement or any other agreements with Access. If your agreement with Access was in the name of one of the acquisition subsidiaries listed above, it will automatically be assigned to Retrievevex, Inc. In addition, your invoicing for Access services will not be impacted. For reference, a W-9 for Retrievevex, Inc. is included on the reverse side of this letter.

All of us at Access look forward to continuing the high level of service to which you have become accustomed.

At Access, our **vision** is clear: To exceed the expectations of our clients, company and community every day.

Our **mission** is focused: Advancing how the worked manages information with the very best service.

And our **purpose** is simple: We protect and manage information for millions of people.

Sincerely,

John Chendo
President

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
OFFSITE RECORDS STORAGE SERVICES
CONTRACT NO. 001523**

This Agreement is made this 14th day of March, 2019, between Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter called CFX and Retrievox Acquisition, LLC II, 1451 Ocoee-Apopka Road, Apopka, FL 32703, hereinafter the CONTRACTOR, who is duly authorized to conduct business in the State of Florida.

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of [CFX];" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide Offsite Records Storage Services; and

WHEREAS, on or about February 19, 2008, the CONTRACTOR entered an agreement with the Greater Orlando Aviation Authority (GOAA) under its Purchasing Bid 01-08 to provide the same services as required by CFX; and

WHEREAS, an Invitation for Bid seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with GOAA for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by GOAA; and

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with GOAA, a copy of which is attached to this Agreement as **Exhibit "A"**, and such additional terms and conditions as detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. RECITALS

The recitals are true and corrected and incorporated herein as terms.

2. ADOPTION OF GOAA CONTRACT

The parties adopt the terms and conditions in the CONTRACTOR's existing contract with the GOAA under its Purchasing Bid 01-08, including the Master Services Agreement and Amendments, by reference as though set forth fully herein, subject to the substitutions or revisions described below.

2.1 References to "GOAA" in the Contract shall be replaced with the "Central Florida Expressway Authority" or "CFX."

2.2 In GOAA Contract – Amendment No. 10 on page 1, Article 2 entitled "Extend Term of Contract" shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

~~The term of the contract shall be, and hereby is extended for a period of six (6) months, commencing effective as of September 18, 2018 and expiring March 17, 2019. The term of the Contract will be for three (3) years beginning March 14, 2019 with two (2) one-year renewals. The option to renew is at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 30 days prior to the expiration of the initial Contract terms.~~

2.3 CFX shall pay the CONTRACTOR the unit prices and rates as shown in GOAA's Contract in Attachment "A-10" entitled "Offsite Records Storage Services Extension Pricing" with the addition of Access-FileBRIDGE Records tool (including Access Metrics) for a monthly rate of \$14.95.

3. ADDITIONAL TERMS REQUIRED BY CFX

3.1 SERVICES TO BE PROVIDED. The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

3.2 CFX is public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the CFX in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the CFX would provide the records and at a cost that does not exceed the cost provided in

chapter or as otherwise provided. (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and (d) meeting all requirements for retaining public records and transfer at no cost to the CFX_all public records in possession of the CONTRACTOR upon termination of the Agreements and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CFX in a format that is compatible with the information technology systems of the CFX.

The parties agree that if the contractor fails to comply with a public records request, then CFX must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
(407) 690-5000
PublicRecords@CFXWay.com**

3.3 CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with GOAA.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

3.4 CONTRACTOR RESPONSIBILITY

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

(a) CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(b) CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

(c) CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

3.5 INDEMNITY. The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

3.6 MEDIA RELEASES. CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying CFX and securing its consent in writing.

3.7 PERMITS, LICENSES, ETC. Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

3.8 CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. To the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Agreement as though set forth in full.

3.9 NONDISCRIMINATION. CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Agreement.

3.10 SUBLETTING AND ASSIGNMENT. CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

3.11 DISPUTES AND TERMINATION

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes

of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.

3.12 OTHER SEVERABILITY. If any section of this Agreement be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

3.13 GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

3.14 RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

3.15 INTERPRETATION. For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

3.16 SURVIVAL OF EXPIRATION OR TERMINATION. Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

(a) Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

(b) Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

3.17 OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT. CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

'19 APR 26 AM 11:30

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

RETRIEVEX ACQUISITION LLC II

By: Jean Macaire

Title: Area Vice President

Attest: Margaret H. Applin (Seal)

Date: 4/24/2019



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Bill
Director of Procurement

Approved as to form and execution, only.

Joseph J. Cassiata
General Counsel for CFX

EXHIBIT "A"
Purchasing Contract 01-08
Master Services Agreement, Amendments

AMENDMENT NO. 10

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
RETRIEVEX ACQUISITION LLC II**

TO

PURCHASING CONTRACT 01-08

THIS AMENDMENT NO. 10 made and entered into as of the 6 day of FEBRUARY, 2019, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and RETRIEVEX ACQUISITION, LLC II (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated April 18, 2008, as amended by Amendment No. 1 dated May 30, 2012, Amendment No. 2 dated April 23, 2013, Amendment No. 3 dated April 23, 2013, Amendment No. 4 dated April 17, 2014, Amendment No. 5 dated March 31, 2015, Amendment No. 6 dated April 18, 2016, Amendment No. 7 dated May 10, 2017, Amendment No. 8 dated October 2, 2017, and Amendment No. 9 dated June, 22, 2018, Contractor agreed to provide Offsite Records Storage Services for the Orlando International Airport and the Orlando Executive Airport, Orlando, Florida; and

WHEREAS, the Contract provided the Authority with five (5) options to renew the Contract for periods of one (1) year each; and

WHEREAS, Authority desires to extend the Contract for an additional period of six (6) months.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Extend Term of Contract.** The term of the Contract shall be, and hereby is extended for a period of six (6) months, commencing effective as of September 18, 2018 and expiring March 17, 2019.
2. **Compensation.** Authority shall pay to the Contractor during the extended term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices and Rates as shown on Attachment "A-10", Offsite Records Storage Services Extension Pricing, attached hereto. Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. Suit/Proceedings. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

4. Public Entity Crimes Act. The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

5. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 10, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 10 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:

[Signature]
Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By: *[Signature]*
Chief Executive Officer

[Official Seal]

"CONTRACTOR"

ATTEST:

[Signature]
Secretary

RETRIEVEX ACQUISITION, LLC II

By: *[Signature]*
Its: AREA VICE PRESIDENT SOUTHEAST

[CORPORATE SEAL]

TIMOTHY K. WALKER
Print or Type Name and Title


Approved as to Form and Legality
this 15 day of JANUARY, 2019
NELSON MULLINS BROAD AND CASSEL
By: *[Signature]*
Greater Orlando Aviation Authority

**CONSENT AGENDA ITEM
#31**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 25, 2022

SUBJECT: Approval of Purchase Order to ConvergeOne, Inc. for
Teams Migration Project
Project No. 599-555C

Board approval is requested to issue a purchase order to ConvergeOne, Inc. in a not-to exceed amount of \$250,118.28 for Teams migration. This is a single source procurement.

This purchase is for updates to CFX's administrative telecom systems.

This purchase is included in the Five-Year Work Plan.

Reviewed by: 

Rafael Millan
Director of IT



Jim Greer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Aneth Williams
Director of Procurement

FROM: Rafael Millan *RM*
Director of IT

DATE: September 13, 2022

SUBJECT: Single Source Justification for ConvergeOne, Inc.

ConvergeOne, Inc.
3344 Highway 149
Eagan, MN 55121

Approval is requested to designate ConvergeOne, Inc. a single source vendor exempt from the competitive bidding process for services related to CFX's telecommunications platform.

ConvergeOne is a certified partner and who originally installed and continues to provide support of the CFX telecommunications system. This vendor brings extensive experience relating to CFX's unique telephony architecture. This saves CFX staff significant time that would be otherwise required to familiarize new service providers, and likewise reduces risk of system issues related to inexperience.

Approve: *RM*

Date: 9/22/2022

Signature: *Rafael Millan*


Email: raphael.millan@cfxway.com

**CONSENT AGENDA ITEM
#32**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 24, 2022

SUBJECT: Approval of Purchase Order to SHI International Corp. for
Microsoft Power Apps Licenses
Project No. 599-532

Board approval is requested to issue a purchase order to SHI International Corp in a not-to-exceed amount of \$51,068.00 for Microsoft Power Apps Licenses. This is a cooperative (piggyback) procurement based on Sourcewell – Technology Catalog Solutions Contract #081419-SHI I (which is a cooperative purchasing organization for the public sector), which will allow CFX to take advantage of the competitive rate already negotiated with Sourcewell.

This purchase supports CFX's operations systems.

This purchase is a component of projects included in the Five-Year Work Plan.

Reviewed by: 

Rafael Millan
Director of IT




Jim Greer

**CONSENT AGENDA ITEM
#33**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: November 18, 2022

SUBJECT: Approval of Purchase Order to Dasher Technologies for
Server and Equipment Maintenance and Support Services for the Infinity Toll
Collection System

Board approval is requested to issue a purchase order to Dasher Technologies in a not-to-exceed amount of \$446,750.26 for Hewlett Packard Enterprises server and storage maintenance and support services. This will be a cooperative (piggyback) procurement based on HP NASPO ValuePoint Master Agreement number MNNVP-134 and the State of Florida Participating Addendum number 43211500-WSCA-15-ACS.

This is for continuation of product maintenance and support for the servers and storage equipment for the Infinity Toll Collection System.

This purchase is included in the OM&A Budget.

Reviewed by: 
Rafael Millan
Director of IT




Jim Greer

**CONSENT AGENDA ITEM
#34**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 16, 2022

SUBJECT: Approval of Third Contract Renewal with Shimmick Construction Company, Inc.
for Toll Facilities Operations and Management Services
Contract No. 001661

Board approval is requested for the third renewal of the referenced contract with Shimmick Construction Company, Inc. in the amount of \$18,927,629.52 for one year beginning on December 26, 2022 and ending December 25, 2023. The original contract was for five years with five one-year renewals.

The work to be performed includes operations and management services of CFX's toll facilities.

Original Contract	\$ 67,274,165.81
Supplemental Agreement No. 1	\$ 370,266.44
Supplemental Agreement No. 2	\$ 3,727,219.25
First Renewal	\$ 16,950,258.22
Second Renewal	\$ 16,848,135.02
Third Renewal	<u>\$ 18,927,629.52</u>
Total	\$124,097,674.26

This contract is included in the OM&A Budget.

Reviewed by: David Wynne
David Wynne
Director of Toll Operations

Jim Greer
Jim Greer

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001661**

THIS CONTRACT RENEWAL NO. 3 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of December 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Shimmick Construction Company, Inc., a California corporation, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on November 12, 2015, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Contractor to provide operation and management of toll facilities services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the third renewal of said Original Agreement, which renewal shall begin on December 26, 2022 and end on December 25, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Agreement.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the attached **Exhibit “B”** in an amount up to \$18,927,629.52 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein.

In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

SHIMMICK CONSTRUCTION CO., INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2022 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001661**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 14th day of October 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Shimmick Construction Company, Inc., a California corporation, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on November 12, 2015, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Contractor to provide operation and management of toll facilities services.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on December 26, 2021 and end on December 25, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the attached **Exhibit “B”** in an amount up to \$16,848,135.02 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein, with the addition of the following:
 - a) CFX will look to conduct a salary/wage analysis for the positions associated with this contract to determine if we are positioned properly in the market. Based on the results of the survey if needed, CFX would then look to implement any salary or wage changes with a supplemental adjustment to the contract effective July 1, 2022 pending Board approval.


In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

SHIMMICK CONSTRUCTION CO., INC.

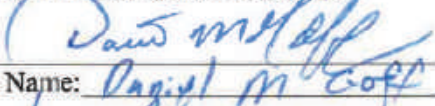
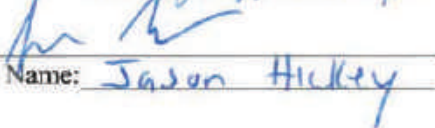
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: 
Print
Name: Brad White
Title: Vice President

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.10.18 16:52:55 -04'00'
Aneth Williams, Director of Procurement

ATTEST: (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: 
Print Name: David M. Goff
By: 
Print Name: Jason Hickey

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2020 for its exclusive
use and reliance.

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody"
Rodriguez
Date: 2021.10.18 11:03:19 -04'00'
Diego "Woody" Rodriguez, General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001661**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 12th day of November 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Transportation Operations & Management Solutions, a registered name of Shimmick Construction Company, Inc., a California corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on November 12, 2015, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide operation and management of toll facilities services.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on December 26, 2020 and end on December 25, 2021 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the method of compensation of the Original Agreement in an amount up to \$16,950,258.22 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein, with the addition of the following:
 - 1) Upon written direction from CFX, the minimum wage rates for employee positions shown in the table attached will be changed to the new CFX directed minimum wage rates. At that time, employees in these positions shall receive either an increase to the new minimum wage rate or \$1.50/hour increase whichever is greater. Upon the effective date of the wage rate change, prices for the identified positions shall increase as shown on the attached backup sheets. In an effort to work in partnership with CFX and in recognition of CFX's consideration for paying employees a "livable" wage, The Contractor has agreed to waive the Fee and G&A on the price increase associate with the \$1.50 per hour wage uplift for this extension period. This represents a savings of approximately \$94K (annualized). Due to the compounding effect, this waiver is limited to this extension period only and subject to change on future renewals.
 - 2) Contractor will relocate its operations from the CFX Headquarter building to a facility approved by CFX. CFX desires this facility to be up and operationally running as soon as possible on a mutually agreed date but no later than 7/1/2021. The subsequent initial mobilization cost of this facility as well monthly lease will be a pass-through cost to CFX along with the cost to furnish and equip the facility. CFX and Contractor will mutually agree to any terms on the new facility prior to the Contractor signing any agreements for the new facility.

- 3) Any equipment, furniture, fixtures or such that CFX is invoiced for directly or indirectly charged for will be the property of CFX. This excludes any laptop/desktop computers or any equipment that would be leased by Contractor.
- 4) Contractor agrees to no longer charge a differential rate for Reload Lane Toll Tag Sales Attendants. All Toll Service Attendants will be trained in Reload Lane operations as a normal part of their job.
- 5) Contractor will provide an annual evaluation and wage adjustment to employees. All eligible employees will receive an annual merit-based performance evaluation and pay increase averaging approximately 2.5% effective January 2021.
- 6) Contractor will assume the additional responsibility of the remote monitoring of the Electronic Toll Collection System (ETC) for the Wekiva Parkway (Ponkan, Coronado, Mt. Plymouth) and the Poinciana Parkway (Marigold, KOA) locations or other location to be deployed in the future. The monitoring conducted by the contractor will be in addition to work performed by other CFX Maintenance Contractors. The Contractor will not assume any additional liability for lost revenue due to equipment failure for these locations.

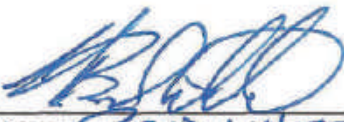
In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

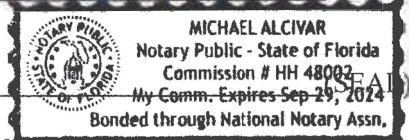
IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS, a registered name of SHIMMICK CONSTRUCTION CO., INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
 Print Name: BRAD WHITE
 Title: VICE PRESIDENT

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.11.19 09:43:48 -05'00'
 Aneth Williams, Director of Procurement

ATTEST: 
 Secretary or Notary
 If Individual, furnish two witnesses:



Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 19 day of November, 2020 for its exclusive use and reliance.

By: _____
 Print Name: _____
 By: _____
 Print Name: _____

By: Woody Rodriguez
 Diego "Woody" Rodriguez, General Counsel



This Contract is now 001661

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2**

Contract Name: Toll Facilities Operations and Management Services

Contract No: 001071

This Supplemental Agreement No. 2 entered into this 10 day of November, 2016 by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and URS ENERGY & CONSTRUCTION, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 12, 2015, for toll facilities operations and management services, (the Contract").

1. CFX desires to continue the In-Lane Tag Sales Program at the Conway Toll Plaza and expand it to include the John Young and Forest Lake Plazas as detailed in the attached Scope of Work.
2. The Contractor hereby agrees to the expanded scope of services and to the additional amount of \$3,727,219.25 which brings the total Contract to \$71,371,651.50 with no increase in the term of the Contract. The scope includes providing management, staffing, training, supervision, documentation, and audit and reconciliation services. The Conway Plaza expansion starts April 1, 2017 through December 25, 2020. The John Young services begin on December 1, 2016 through December 25, 2020. The Forest Lake services begin on March 1, 2017 through December 25, 2020.
3. CFX and (Contractor) agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the (Contractor's) complete and total claim for the terms and conditions of the same and that the (Contractor) waives all future right for additional compensation which is not already defined herein.

This contract is now 001661

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Facilities Operations and Management Services

Contract No.: 001071

Amount of Changes to this document: \$3,727,219.25

Revised Contract Amount: \$71,371,651.50

This Supplemental Agreement No.2 entered into as of the day and year first written above. This Supplemental Agreement was awarded by CFX's Board of Directors at its meeting on November 10, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 11/28/16

URS ENERGY & CONSTRUCTION, INC.:

By: 

BRAD WHITE

Print Name

Title: VICE PRESIDENT

AECOM
LEGAL DEPARTMENT
By: 
DATE: 11/24/16

Witness: _____

Date: _____

Approved as to form and execution, only.


General Counsel for CFX

**Central Florida Expressway Authority (CFX)
URS Energy & Construction, Inc. ("URS")
Contract No. 001071**

**In-Lane Tag Sales and Account Replenishment
Conway, John Young and Forest Lake Plazas
Scope of Work**

Summary

CFX has successfully implemented an operational test program to sell and distribute E-PASS transponders, and replenish E-PASS Accounts in select cash lanes at the Conway Toll Plaza. Given the positive reception of the test program by users of the Expressway System, CFX desires to continue the In-Lane Sales program at the Conway Toll Plaza, and expand it to include the John Young and Forest Lake Toll Plazas. URS will be responsible for providing Toll Service Attendants and other support staff to perform these activities. This will include all related Toll Operations program management, supervision, training, money handling, inventory controls, audit, reconciliation, documentation, and procedures development specific to the work conducted at the plazas. CFX will provide all required in lane hardware, and initial training on software and systems required to be used to process each transaction.

CFX will be providing transponders, related marketing and collateral material, User Agreements, etc. for use by URS personnel as directed. URS personnel will also be trained and equipped to collect cash toll transactions for customers that have entered the lane erroneously. Credit cards will not be accepted for the payment of tolls under this program.

Schedule

URS will be responsible for staffing two lanes at each location seven days per week beginning December 1, 2016 at John Young Plaza and beginning March 1, 2017 at Forest Lake Plaza as follows:

	Hours Staffed	Number of Lanes	Total Hours / Day	Days/ Week	Total Hours / Week	Total Hours / Year
Conway Plaza(Lanes 5 and 15)*	6:00 AM – 8:00 PM	2	28	7	196	10,192
John Young Plaza (Lanes 3 and 10)	6:00 AM – 8:00 PM	2	28	7	196	10,192
Forest Lake Plaza (Lanes 2 and 11)	6:00 AM – 8:00 PM	2	28	7	196	10,192
Total			84		588	30,576

**Conway Plaza lanes opened on May 11, 2016 and shall remain in operation.*

A detailed listing of total hours required for lane staffing, breaks, audit, supervision, and administration is provided in Change Order No. 001071-2.

Training by URS

URS will provide training on the processes involved for issuing shift tour funds, safeguarding of funds and assets, providing proof of quantity sold, managing inventory on hand, managing deposits, performing audits, and providing documentation to be used by personnel to record all unusual occurrences, etc. This will include, but not be limited to:

1. Tour fund record (to include transponder stock) and all steps involved in beginning a shift.
2. Detailed transaction and revenue accounting processes required.
3. All steps involved in ending a shift.
4. Deposit entry into CFX systems.
 - a. Deposit funds for transfer to Brinks for bank processing or other designated party by CFX.
 - b. Instructions on how to segregate funds from Toll Payment transactions.

Training by CFX

CFX will provide training to URS provided personnel as required to support the rollout of new releases of the Tag Replenishment and In-Lane Sales (TRAILS) software.

Audit Process

URS shall be responsible for performing and providing to CFX a detailed Audit and Reconciliation accounting for all transactions, revenues, variances, and explanation of variances for each shift worked in a lane. Audit types shall include:

- 1) The E-PASS in-lane transponder sales and account replenishment funds.
- 2) The cash tolls collected in the E-PASS Service Lane. The same detailed audit currently used for cash toll collections will also be used for cash toll collected in the E-PASS Service Lane.

URS shall also perform a deposit reconciliation that compares deposited funds to funds received and recorded by the CFX's bank.

Periodic audit of transponder inventory issued to URS and in stock at each plaza will also be conducted.

Inventory Control

1. CFX will issue URS specific quantities of transponders for sale and distribution in the lanes. URS will sign for and take responsibility for the quantity received.
2. URS will securely store transponders in the vault room of each plaza.
3. URS will monitor the level of inventory and inform CFX when the inventory needs to be replenished. This will include tracking and reconciling the inventory reported to be sold and the inventory reported to be on hand.

Documentation

URS will maintain the Standard Operating Procedures (SOP's) and Training Modules that were developed for the test program for the activities described herein. URS will update the SOP and training materials with the release of updated software.

Additional Services

Additional services to be performed by URS in support of the In-Lane Tag Sales program include:

1. Monitoring the level of service being provided in the E-PASS Service Lanes to ensure a high level of customer satisfaction.
2. Periodic observation of TSAs in the lane to ensure proper transaction processing.
3. Quality reviews of the paperwork associated with transponder sales and account replenishment to ensure completeness and consistent adherence to policies.
4. Training of new E-PASS Service Lane staff.
5. Conduct retraining of employees, as necessary.
6. Monitor inventory levels of all items related to conducting business in the E-PASS Service Lanes.
7. Serving as the liaison between TSAs and CFX IT to report system issues and follow up for resolution.
8. Communicating changes to the program to the appropriate staff.
9. Following up with customers if there are customer service issues.
10. Coordinating with the back-office contractor when necessary to resolve customer account issues.

This contract is now 001661

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Facilities Operations and Management Services

Contract No: 001071

This Supplemental Agreement No. 1 entered into this 10th day of March, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and URS ENERGY & CONSTRUCTION, INC., (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated November 12, 2015, for toll facilities operations and management services, (the Contract”).

1. CFX desires to expand the scope of services to include a pilot program for in-lane transponder sales along with account replenishment as detailed in Exhibit A.
2. The Contractor hereby agrees to the expanded scope of services and to the additional Contract amount of \$370,266.44 which brings the total Contract amount to \$67,644,432.25 with no increase in the term of the Contract. Although the actual length of the pilot program is undetermined, to establish an estimated amount for the SA, detailed cost for 1 year is provided in Exhibit A. Total man-hours shall not exceed 19,824 without written amendment to the Agreement.
3. Notwithstanding, Article 2. Term and Termination clause, in the original Agreement dated November 12, 2015, CFX may unilaterally terminate the services being provided under this SA with 30 days’ written notice for convenience.
4. CFX and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor’s waiver of all future rights for additional compensation, with respect to this SA, which is not already defined herein or in the fee proposal.
5. This Supplemental Agreement No. 1 is necessary to expand the scope of services to include an operational test for in-lane transponder sales along with account replenishment as detailed in Exhibit A.

This contract is now 001661

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Facilities Operations and Management Services

Contract No.: 001071

Cost of additional services: \$370,266.44

This Supplemental Agreement No. 1 entered into as of the day and year first written above. This Supplemental Agreement was awarded by CFX's Board of Directors at its meeting on March 10, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

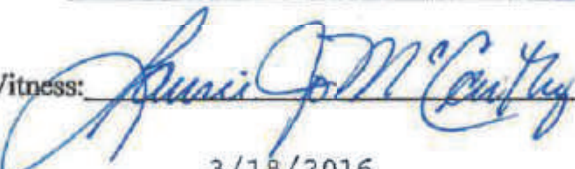
By: 
Director of Procurement

URS ENERGY & CONSTRUCTION, INC.

By: 
Brad White

Print Name
Vice President

Title: _____

Witness: 

Date: 3/18/2016

AECOM
LEGAL DEPARTMENT
BY: 
DATE: 3/14/16

Approved as to form and execution, only.


General Counsel for CFX

EXHIBIT A
SCOPE OF SERVICES

**Central Florida Expressway Authority (CFX)
URS Energy & Construction, Inc. ("URS")
Contract No. 001071**

**In-Lane Tag Sales Operational Test
Scope of Work**

Summary

CFX is implementing a program to sell and distribute E-PASS transponders, and replenish E-PASS Accounts in select Toll Plaza cash lanes. The program will be implemented at the Conway Toll Plaza. URS will be responsible for providing Toll Service Attendants to perform these activities. This will include all related Toll Operations program management, supervision, training, money handling, inventory controls, audit, reconciliation, documentation, and procedures development specific to the work conducted at the plaza and the audit process. CFX will provide all required in lane hardware, and initial training on software and systems required to be used to process each transaction.

CFX intends to install signage that notifies customers of the lanes to be used for purchasing transponders and replenishing accounts. CFX will be providing transponders, related marketing and collateral material, User Agreements, etc. for use by URS personnel as directed. URS personnel will also be trained and equipped to collect cash toll transactions during the sale and for customers that have entered the lane erroneously. Credit cards will not be accepted for the payment of tolls under this program.

Schedule

URS will be responsible for staffing two lanes seven days per week beginning April 1, 2016, as follows:

	Hours Staffed	Total Hours / Day	Days/ Week	Total Hours / Week	Total Hours / Year
Lane No. 5	6:00 AM – 8:00 PM	14	7	98	5,096
Lane No. 15	6:00 AM – 8:00 PM	14	7	98	5,096
Total		28		196	10,556

A separate listing of total hours required for lane staffing, breaks, and supervision is provided in Change Order No. 001071-1.

Training by CFX

CFX will facilitate initial training to URS provided personnel on all Customer Service System functionality required to process each transaction. This will include, but not be limited to:

1. Steps involved in selling a prepackaged E-PASS sticker transponder.
2. Steps involved in selling a prepackaged portable transponder.
3. Steps involved in accepting funds to replenish a customer's account.
4. How to document and provide receipts/proof of sale depending on funds received. Funds accepted may be in the form of cash, credit cards, or checks.
5. Training on documentation or information that may be provided to the customer such as referencing them to the E-PASS Service Center website for detailed account setup and activation.

Training by URS

URS will provide training on the processes involved for issuing shift tour funds, safeguarding of funds and assets, providing proof of quantity sold, managing inventory on hand, managing deposits, and providing documentation to be used by personnel to record all unusual occurrences, etc. This will include, but not be limited to:

1. Tour fund record (to include transponder stock) and all steps involved in beginning a shift.
2. Detailed transaction and revenue accounting processes required.
3. All steps involved in ending a shift.
4. Deposit entry into CFX systems.
 - a. Deposit funds for transfer to Brinks for bank processing or other designated party by CFX.
 - b. Instructions on how to segregate funds from Toll Payment transactions.

URS Audit Process

1. URS will be responsible for providing a detailed Audit and Reconciliation to account for all transactions, revenues, variances, and explanation of variances.
2. A detailed deposit reconciliation process will be developed to compare deposited funds to funds received and recorded by the CFX's bank.
3. Periodic audit of inventory reported to be on hand will be conducted.

Inventory Control

1. CFX will issue URS specific quantities of transponders for sale and distribution. URS will sign for and take responsibility for the quantity received.
2. URS will securely store transponders in the vault room of the plaza.
3. URS will monitor the level of inventory and inform CFX when the inventory needs to be replenished. This will include tracking and reconciling the inventory reported to be sold and the inventory reported to be on hand.

Documentation

1. URS will develop Standard Operating Procedures (SOP's) and Training Modules for the activities described herein.

This contract is now 001661

ASSIGNMENT AND ASSUMPTION AGREEMENT

**AECOM ENERGY & CONSTRUCTION, INC.,
TRANSPORTATION OPERATIONS & MANAGEMENT
SOLUTIONS (registered name SHIMMICK CONSTRUCTION
COMPANY, INC.) and CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**TOLL FACILITIES OPERATIONS AND MANAGEMENT
SERVICE**

CONTRACT NO. 001071

CONTRACT DATE: DECEMBER 12, 2019

**ASSIGNMENT AND ASSUMPTION AGREEMENT, CONSENT TO ASSIGNMENT AND
AMENDMENT TO AGREEMENT**

This **Assignment and Assumption Agreement, Consent to Assignment and Amendment to Agreement** (this "**Assignment**") is made as of 12/12/2019 by and between AECOM Energy & Construction, Inc. (f/k/a URS Energy & Constructions, Inc.), an Ohio corporation ("**Assignor**"), Transportation Operations & Management Solutions, a registered name of Shimmick Construction Company, Inc., a California corporation ("**Assignee**"), and Central Florida Expressway Authority, a body and politic agency of the State of Florida ("**Beneficiary**"). Assignor, Assignee, and Beneficiary may be individually referred to herein as, a "**Party**" and collectively as, the "**Parties**".

RECITALS

A. Assignor and Beneficiary executed that certain Toll Facilities Operations and Management Services Contract No. 001071, dated November 12, 2015 (the "**Agreement**") for the operation and management of toll facilities (the "**Project**"). Defined terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

B. Section 17 of the Agreement allows Assignor to assign the Agreement with Beneficiary's prior written consent.

C. Assignor desires to assign the Agreement to Assignee and Assignee desires to accept and assume the Agreement, and Beneficiary desires to consent to such assignment and assumption.

D. As inducement for Beneficiary to consent to Assignor's assignment of the Agreement to Assignee, and contingent upon the effectiveness of such assignment, the Parties desire to amend the Agreement to increase the amount of the performance bond and extend the term required for Contractor to retain Key Personnel.

AGREEMENT

Accordingly, in consideration of the mutual covenants and promises set forth in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Assignment.

2. Assignment and Assumption. Assignor hereby assigns, conveys, transfers and delivers to Assignee the Agreement and all of its right, title and interest thereunder. Assignee hereby accepts the assignment and conveyance and hereby assumes and agrees to perform and discharge all of the obligations, duties, liabilities, covenants and responsibilities of Assignor under the Agreement. Beneficiary hereby releases Assignor from all of its obligations and liabilities under the Agreement upon expiration of the base contract term in December 2020.

3. Conditions Precedent. This Assignment will be effective upon (the "**Effective Date**"):

- a. Each party executing this Assignment;

- b. Assignee's delivery of a certificate of insurance in compliance with the Agreement; and
- c. Assignee's delivery of (i) a consent of surety evidencing the surety's consent to change the name of the principal on the Performance Bond to the Assignee and (ii) a surety rider evidencing the surety's consent to changing the bond amount to \$3,000,000.

4. Return of Instruments. Beneficiary covenants to promptly return Assignor's existing Performance Bond upon receipt of the replacement or substitute instrument.

5. Consent to Assignment. Beneficiary hereby consents to the assignment of the Agreement to, and the assumption of the Agreement by, Assignee.

6. Amendment of Agreement. Conditioned upon the effectiveness of this Assignment and effective upon the Effective Date, the Agreement shall be amended as follows:

- a. Section 6.5 of the Agreement is hereby amended by deleting "\$1,000,000" from the first sentence and replacing it with "\$3,000,000".
- b. The third paragraph of Section 8 of the Agreement is hereby amended by deleting "second anniversary of the Effective Date of this Contract" from the first sentence and replacing it with "end of the five-year Contract term".

7. Entire Agreement. This Assignment constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, correspondence, conversations and negotiations with respect to the subject matter hereof. This Assignment shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

8. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

9. Modification. This Assignment may not be modified or changed except by an instrument in writing duly executed by the Parties hereto, and no waiver of any provision or condition hereof and no consent provided herein shall be effective unless evidenced by an instrument in writing duly executed by the Party hereto seeking to be charged with such waiver or consent.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a dispute regarding enforcement of the terms of this Assignment, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.


11. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date set forth above.


ASSIGNOR:

AECOM ENERGY & CONSTRUCTION, INC.

By: 
Name: BRAD WHITE
Title: VICE PRESIDENT

ASSIGNEE:

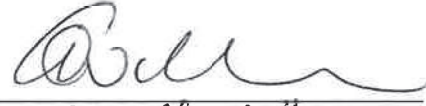
TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS,
a registered name of Shimmick Construction Company, Inc.

By: 
Name: Paul Camarillo
Title: Chief Operating Officer

ACKNOWLEDGED, ACCEPTED AND AGREED:

BENEFICIARY:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Name: Aneth Williams
Title: Director of Procurement

REVIEWED AND APPROVED BY CFX LEGAL





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Fictitious Name Detail

Fictitious Name

TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS

Filing Information

Registration Number G19000075552
Status ACTIVE
Filed Date 07/11/2019
Expiration Date 12/31/2024
Current Owners 1
County MULTIPLE
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

8201 EDGEWATER DRIVE
SUITE 202
OAKLAND, CA 94621

Owner Information

SHIMMICK CONSTRUCTION COMPANY, INC.
8201 EDGEWATER DRIVE, SUITE 202
OAKLAND, CA 94621
FEI/EIN Number: 94-3107390
Document Number: F11000003995

Document Images

07/11/2019 -- Fictitious Name Filing

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[Fictitious Name Search](#)

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APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G19000075552

Fictitious Name to be Registered: TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS

Mailing Address of Business: 8201 EDGEWATER DRIVE
SUITE 202
OAKLAND, CA 94621

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

**FILED
Jul 11, 2019
Secretary of State**

Owner(s) of Fictitious Name:

SHIMMICK CONSTRUCTION COMPANY, INC.
8201 EDGEWATER DRIVE, SUITE 202
OAKLAND, CA 94621 US
Florida Document Number: F11000003995
FEI Number: 94-3107390

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

GREG DUKELLIS

07/11/2019

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()

State of Florida

Department of State

I certify from the records of this office that SHIMMICK CONSTRUCTION COMPANY, INC. is a California corporation authorized to transact business in the State of Florida, qualified on October 4, 2011.

The document number of this corporation is F11000003995.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 6, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of June,
2019*



Randy R. Lee
Secretary of State

Tracking Number: 3396680050CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS is a Fictitious Name registered with the Department of State on July 11, 2019.

The Registration Number of this Fictitious Name is G19000075552.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twelfth day of July, 2019



Randy Rye

Secretary of State

NAME CHANGE AGREEMENT

WHEREAS, on November 12, 2015, Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as "CFX", and URS Energy & Construction, Inc., "CONTRACTOR", entered into an Agreement, and amendments thereto, whereby the CONTRACTOR would provide toll facilities operations and management and related tasks as may from time to time be assigned to the Contractor by CFX.

WHEREAS, on September 12, 2016 the CONTRACTOR officially changed its legal registered name to AECOM Energy & Construction, Inc.; and

WHEREAS, AECOM Energy & Construction, Inc. will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

WHEREAS, CFX hereby consents to continuing the Agreement with AECOM Energy & Construction, Inc.

WHEREAS, where the term URS Energy & Construction, Inc. shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to AECOM Energy & Construction, Inc.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

Contract No. 001071
Contract No. 001169

IN WITNESS WHEREOF, the CONTRACTOR caused these presents to be executed by
their duly authorize officer this 17 day of January, 2017.

ATTEST:



CONTRACTOR AECOM Energy & Construction, Inc.

BY

Brad White
Signature

Tamica Sinanan Dizon

Brad White, Vice President
Name and Title

CONSENT TO ABOVE AND FOREGOING NAME CHANGE
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY

Aneth Williams
Signature

Aneth Williams
Aneth Williams, Director of Procurement

1-19-17
Date

Approved as to form and execution, only.

Joseph Floriatare
General Counsel for CFX

EXHIBIT "A"

**CERTIFICATE OF AMENDED
AND RESTATED ARTICLES OF INCORPORATION**

**CERTIFICATE OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION
URS ENERGY & CONSTRUCTION, INC.**

Charter Number 171108

The undersigned, Jeane C. Baughman, who is the Secretary of URS Energy & Construction, Inc., an Ohio corporation for profit, does hereby certify that in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the attached Amended and Restated Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed her name on September 7, 2016.

URS ENERGY & CONSTRUCTION, INC.



Jeane C. Baughman, Secretary

AECOM ENERGY & CONSTRUCTION, INC.
(an Ohio corporation)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

(As of September 12, 2016)

- FIRST:** The name of the corporation is AECOM Energy & Construction, Inc.
- SECOND:** The place in the State of Ohio where its principal office is located is in the City of Columbus, Franklin County.
- THIRD:** The purposes of the corporation are as follows: To perform a broad range of design, engineering, construction, construction management, facilities and operations maintenance, environmental remediation and mining services including, but not limited to, engineering and architectural work of a general, civil, mechanical, electrical or mining nature, including preparation of plans and specifications, and act as consulting and superintending engineers and architects, and generally to do and perform any and all work as engineers, architects, builders and contractors, and to solicit, obtain, make, perform, promote and carry out contracts covering the general building and contracting business and all operations connected therewith of every kind, character and description, and to engage in any other lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.
- FOURTH:** The number of shares which the corporation is authorized to have outstanding is sixty thousand (60,000) shares of common stock, all of which shall have a par value of Ten Dollars (\$10.00).
- FIFTH:** These Amended and Restated Articles of Incorporation take the place of and supersede the existing Articles of Incorporation as heretofore amended.
-

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
URS ENERGY & CONSTRUCTION, INC.**

**TOLL FACILITIES OPERATIONS AND
MANAGEMENT SERVICES**

**CONTRACT NO. 001071
CONTRACT DATE: NOVEMBER 12, 2015
CONTRACT AMOUNT: \$67,274,165.81**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, TECHNICAL PROPOSAL,
PRICE PROPOSAL, REFERENCE DOCUMENTS,
STANDARD OPERATING PROCEDURES, PERFORMANCE
BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, REFERENCE
DOCUMENTS, STANDARD OPERATING PROCEDURES, PERFORMANCE
BOND, AND FORMS**

FOR

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

CONTRACT NO. 001071

NOVEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

**Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

Executive Director

Laura Kelley

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 19
SCOPE OF SERVICES	SS-1 to SS-27
Negotiated Changes	
METHOD OF COMPENSATION	MC-1 to MC-3
PRICE PROPOSAL	PP-1 to PP-60
PERFORMANCE BOND	PB-1 to PB-4

Attached compact disk contains the following and are incorporated herein

Reference Documents (Part of Scope of Services)
Standard Operating Procedures (Part of Scope of Services)
Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6
Technical Proposal
Acknowledgement of Addenda
Code of Ethics Form
Conflict of Interest Form
Drug Free Workplace Form

CONTRACT

This Contract No. 001071 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and URS ENERGY & CONSTRUCTION, INC., 10276 NW 47th Street, Sunrise, Florida 33351, hereinafter the CONTRACTOR;

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide toll facilities operations and management and related tasks as may from time to time be assigned to the contractor by CFX; and,

WHEREAS, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include toll facilities operations and management as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addenda,
- 1.3 The Scope of Services,
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONTRACTOR, and
- 1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND TERMINATION

The initial term of the Contract will be five (5) years from the date established in the Notice to Proceed from CFX. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial five-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 90-days' notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is \$67,274,165.81.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract **determined** necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in *determining labor, unit price, or any other component* of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of

disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability Insurance** having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance Coverage**, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance Coverage** in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance Bond** equivalent to \$1,000,000.00 issued on an annually renewable basis. The terms and provisions of the performance bond shall be satisfactory to CFX in its sole and absolute discretion. CFX may apply any or all of such bond to reimburse it for damages caused by any defaults of CONTRACTOR under this Contract or to remedy any events of default. If CONTRACTOR is not in default at the expiration or termination of this Contract, CFX will authorize the release and return of the performance bond to CONTRACTOR.

6.6 **Employees Fidelity Bond** covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free

Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

7.6 CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of Contractor, or arising out of the negligence of Contractor;

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Controls and Training Manager, Accounting Manager, Audit Manager, Safety and Security Manager, and Toll Operations Manager (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of

default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific

consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

15. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or

equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use

of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys’ fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys’ Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties’ original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties’ intention for the whole of the Contract.

22. GOVERNING LAW

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

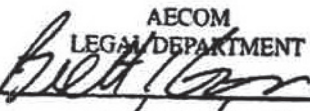
Print Name: Claude Miller

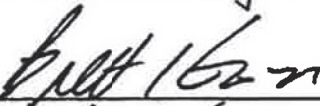
URS ENERGY & CONSTRUCTION, INC.

By: 

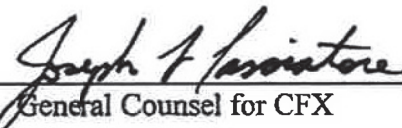
Print Name: Bruce A. Trott

Title: General Manager

AECOM
LEGAL DEPARTMENT
BY: 
DATE: 11/19/15

ATTEST:  (Seal)
Asst Sec

Approved as to form and execution, only.


General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

TOLL FACILITIES OPERATIONS AND MANAGEMENT

CONTRACT NO. 001071

TABLE OF CONTENTS

1	SCOPE OF WORK.....	1
1.1	GENERAL REQUIREMENTS.....	1
1.2	PROGRAM MANAGEMENT AND ADMINISTRATION	3
1.3	TOLL OPERATIONS	7
1.4	AUDIT AND REPORTING.....	10
1.5	HUMAN RESOURCES MANAGEMENT PLAN.....	13
1.6	TRAINING PLAN.....	15
1.7	DOCUMENTATION REQUIREMENTS	16
1.8	PERFORMANCE REQUIREMENTS.....	17
1.9	LIQUIDATED DAMAGES	17
1.10	MISCELLANEOUS PROVISIONS	19
1.11	JANITORIAL SERVICES	20
2	QUALITY MANAGEMENT AND QUALITY ASSURANCE	23
2.1	QUALITY MANAGEMENT.....	23
2.2	CONTRACT PERFORMANCE MONITORING	24
3	MOBILIZATION AND TRANSITION PLAN	24
3.1	MOBILIZATION	25
3.2	TRANSITION	25
3.3	PLAZA TRANSITION STAFFING PLAN.....	25
3.4	PROPERTY AND EQUIPMENT INVENTORIES.....	25
3.5	UNIFORMS.....	26
3.6	END OF CONTRACT TRANSITION	26

1 SCOPE OF WORK

1.1 GENERAL REQUIREMENTS

The Toll Operations Contractor (TOC) shall operate and manage the Central Florida Expressway Authority's (Authority's) Toll Collection Operations and Toll Facilities. The TOC shall provide:

1. Efficient toll collection operations,
2. Effective management and operations of the Electronic Toll Collection (ETC) System,
3. Sound audit and reporting processes,
4. Responsive, courteous customer service, and
5. Proper facilities management.

A detailed Operations Plan shall be submitted by the TOC showing how it intends to carry out these responsibilities. The Operations Plan shall be updated on an annual basis.

1.1.1 Description of Services

The services required under this Contract will be to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide all the qualified and trained personnel, plus all the materials, supplies, equipment, furnishings and support services necessary to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide services 24-hours per day, 7-days a week, 52-weeks per year. The TOC shall manage all aspects of the toll operations. This includes all toll collections, on-going training, scheduling, courier service, etc. The TOC shall partner with the Authority and provide not only excellent personnel, but ensure ongoing excellence in operations by quality training, testing, monitoring, evaluation, and reporting. A set of approved Standard Operating Procedures (SOP) has been established and shall be followed until change requests have been submitted and approved. As such, the SOP is hereby incorporated into the Scope of Services and the Contract as part of operations and included as a major component of the Training Plan. The TOC shall also ensure that excellent customer service is provided.

The TOC shall operate and oversee the Authority's ETC System at the plaza, ramp, and lane levels. The ETC System includes manual lane terminals (MLT), automatic coin machines (ACM), and ETC. The TOC shall monitor the ETC System to ensure that all lanes are operating properly, promptly report ETC System maintenance issues, and perform some preliminary actions to help correct some ETC System issues. The TOC shall ensure that all lanes required to be open are properly open; reversible lanes are properly changed when required; and all lanes are in the proper collection mode. The TOC shall monitor traffic operations at the plazas and ramps to take appropriate actions.

The TOC shall provide a thorough auditing process to ensure that all revenue, transactions, and monies are properly collected, processed, verified, reconciled, and reported. The TOC shall provide an accurate and timely reporting process.

The TOC shall manage the Toll Facilities, including administrative buildings, plazas, ramps, and all lanes. The TOC shall oversee security at Toll Facilities, provide janitorial services for all Toll Facilities, and provide any other services required to ensure the proper completion of the requirements in this Scope of Services.

The TOC is responsible for 100% of the contractual requirements and shall perform a minimum of 60% of the work with its own forces. Subcontractors shall be financially capable of handling the cost of doing business, and shall have the expertise to perform the work assigned. However, if the subcontractors cannot perform the work assigned then the TOC shall ensure that the job is performed and completed properly. The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the TOC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other contractors or Authority staff. The Authority also reserves the right to add personnel to the Contract, depending on circumstances and staffing requirements.

1.1.2 Personnel

It is the Authority's intent to minimize any adverse employment impacts to the current contractor's full-time employees as a result of implementing this Contract. To that end, the TOC shall give first right of refusal to the current contractor's full-time employees having a performance rating of "Satisfactory" or better. It is not the Authority's intent to require the TOC to keep personnel indefinitely if they are not performing as expected. The TOC shall be required to keep employees who are eligible and have indicated a desire to continue working, for a minimum of 60 days. There are approximately 340 toll collectors, supervisors, and plaza managers under the existing contract. Approximately 40 percent are full-time employees.

The Authority expects the TOC to provide compensation that will be at a level to promote the hiring and retention of quality personnel. The current wage levels for toll collection classifications are provided in the reference documents and are to be considered the minimum wage levels for those classifications. Reference Document No 1.

1.1.3 Authority's ETC System

The Authority's current ETC System has been in operation since 1994 and includes 14 mainline plazas and 64 ramp plazas on 109 centerline miles of highway, which includes S.R. 408 (East-West Expressway); S.R. 417 (Central Florida GreeneWay); S.R. 528 (Beach Line Expressway); S.R. 429 (Daniel Webster Western Beltway); S.R. 414 (John Land Apopka Expressway); S.R. 451 and SR 551 (the Goldenrod Road Extension).

The ETC System is fully integrated and includes three modes of collection:

- Electronic Toll Collection (ETC) or Automatic Vehicle Identification (AVI),
- Automatic Coin Machines (ACM), and
- Manual Lane Terminals (MLT).

E-PASS® is the registered trademark name for the Authority's ETC System. The ETC System has many mixed lane configurations. The ETC System currently consists of 307 toll-equipped lanes plus equipment used for training (Operations), E-PASS transponder testing (Customer Service Center), and equipment testing (Maintenance Facility). There are currently 72 MLT lanes, 100 ACM lanes, 75 dedicated ETC lanes, and 60 ORT lanes. The Violation Enforcement System (VES) equipment is located in all lanes. See the Reference Documents for a listing of equipment, software applications, and locations.

The main communication link is the Fiber Optic Network (FON). Each lane has a lane controller that controls the sensing equipment in the lane, processes transaction data, generates equipment alarms, and sends reports to the appropriate plaza computer. The plaza computer, in turn, reports to the host computer located at the Authority's headquarters. The lane controller also communicates with the host computer in real-time to update E-PASS customer accounts.

1.2 PROGRAM MANAGEMENT AND ADMINISTRATION

1.2.1 Program Management and Administration Plan

The TOC shall provide a Program Management and Administration Plan showing the organization of the project and office staff, and identifying all functional areas, the key personnel in all the functional areas, and a detailed Staffing Plan. The Staffing Plan shall identify all positions, personnel, and functions to be filled at the TOC Operations Office. These plans shall be updated annually, at a minimum, or whenever changes occur.

1.2.2 TOC Operations Office

The TOC shall furnish and maintain a TOC Operations Office. This office is currently located at the Authority's Operations and Administration Building (Headquarters). There will be no leasing charge to the TOC for the space allocated to them in the Authority's Headquarters, however the TOC will be required to execute a Zero-Dollar Lease Agreement with the Authority. All business performed in the Authority's Headquarters by the TOC shall be solely in connection with the operations of the Authority's toll facilities. The Authority will provide approximately 6,700 square feet. The Authority reserves the right at its discretion to request the TOC to relocate its Operations Office from the Authority's building. If the Authority were to make such a request the Authority would negotiate with the TOC on reimbursement and billing of any additional cost incurred by the TOC.

1.2.2.1 Location

The TOC Operations Office shall be located at the Authority's Headquarters.

1.2.2.2 Office Site Plan

A plan is not required at this time, but may be required if the TOC is asked to move its Operations Office from the Authority's Headquarters.

1.2.2.3 Furniture and Equipment

The TOC shall provide all office furnishings and equipment required for this Contract not provided by the Authority. All furnishings and equipment provided by the TOC for the Contract will be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. The exception to this would be any equipment which is under lease. The Authority will provide the application software, "TRIMS" and access rights to the ETC System network. TRIMS software, in conjunction with the appropriate TOC workstations and network access, provides "intelligent" terminal access to the Authority's ETC System network. This software, through the workstations and the available ETC System applications, provides on-line, user-defined functional access to host and plaza system-level functions (i.e., report generation, monitoring of traffic, collector and lane activity monitoring, system real-time monitors, e-mail, and system maintenance functions). The current contractor has PC workstations with TRIMS installed. These include the Audit staff, Operations Manager, Program Manager, etc.

1.2.2.4 Training Facility

The training facility is provided by the Authority at the Authority's Headquarters along with the necessary equipment to simulate toll transactions. The TOC is responsible for all other materials and equipment to facilitate training.

1.2.3 Vehicles

1.2.3.1 Vehicles

The TOC shall furnish and maintain all vehicles necessary to support the Contract. All vehicles shall be owned or leased, operated, and maintained in good working order by the TOC. All insurance and licensing shall be provided by the TOC. The vehicles provided by the TOC for "official use" shall be white with no markings. All vehicles shall be safe and present a clean appearance. Vehicles not meeting these requirements, as determined by the Authority, shall be removed from the project by the TOC.

1.2.3.2 Transportation and Parking

The TOC shall provide transportation for collectors working the ramp toll plazas, or may allow collectors to use their personal vehicles and reimburse

expenses. As a general rule, employees are not allowed to cross dedicated or express E-PASS lanes. Transportation for staff shall be provided by the TOC where ever a condition exists that would require an employee to cross a dedicated or express lane. The TOC shall transport employees from one side of the plaza to the other when going to and from work. No TOC personnel shall park personal vehicles on Authority right-of-way, except at mainline and ramp plazas in designated parking areas, unless specifically approved in writing by the Authority.

1.2.3.3 Vehicle List

The TOC shall provide a detailed listing of all vehicles assigned to the Contract. The vehicle list shall include vehicle make and model, color, description, vehicle identification number, license (tag) number, E-PASS account and transponder identification number, assignment location, and authorized drivers. The TOC shall provide an updated vehicle listing to the Authority whenever the active listing changes.

1.2.4 Security and Safety

1.2.4.1 Security

1. The TOC shall provide security for all toll collection facilities, including the safety and security of employees as well as the physical structures.
2. The TOC shall provide and maintain strict security for all operating funds and collected revenues.
3. The security procedures shall include the installed security/card access system and combination locks at each Authority facility.
4. The combinations of all locks at all plazas shall be changed annually by the TOC.
5. The SOP requires a check of each booth at least once per shift. This requirement includes not only the mainline plazas, but also each ramp plaza. These activities shall be included in the TOC's Operations Plan and pricing.
6. The TOC shall develop additional procedures, as necessary, to include quarterly security inspections. Reports summarizing the security inspection results shall be submitted to the Authority no later than 15 days after the security inspection is completed.
7. The TOC shall make recommendations to the Authority staff regarding security items needing repair and/or recommend improvements to the security of the Authority's facilities.
8. Investigations – The TOC shall conduct and document investigations into incidents of theft and fraud, and activities of a suspicious nature. All investigation reports shall be immediately forwarded to the Authority for

review. The TOC's investigators shall cooperate with Authority representatives and all law enforcement personnel while conducting investigations.

1.2.4.2 Safety

The TOC shall develop, implement, and maintain a Safety Program Plan. The Safety Program Plan shall comply with all applicable state, local, and federal regulations. The Safety Program Plan will include, at a minimum, safety training, safety awareness, and written safety procedures to be followed by TOC personnel. The TOC (and any subcontractor) shall ensure that all work environments conform to the safety and health standards set forth in *Title 29, Code of Federal Regulations*.

1.2.5 Construction Liaison (not required at this time)

When applicable, the Construction Liaison shall attend designated construction-related meetings with the Authority, the Authority's Construction Engineering and Inspection (CEI) consultant and/or contractors. The Construction Liaison shall coordinate with the CEI and the TOC to assist with maintaining operations at toll facilities during construction. The Construction Liaison shall provide input to the CEI with respect to toll operations and toll collection issues that may affect construction activities. It is the Construction Liaison's responsibility to keep plaza managers and the Authority's Director of Toll Operations informed on planning, scheduling, and progress of construction activities that impact the mainline and ramp plazas. The TOC shall provide the Construction Liaison with the tools necessary to adequately perform his/her job.

1.2.6 Emergency Operations Plan

The TOC shall develop, implement, and maintain an Emergency Operations Plan. The TOC shall submit the Emergency Operations Plan to the Authority for review and approval. The TOC shall maintain toll operations during all emergencies, including fire, accident and rescue operations, strike, civil disturbances, natural disasters, and military contingency operations. Toll collection may be suspended when specifically authorized by the Office of the Governor, Florida Department of Transportation (FDOT) Secretary, the Florida Highway Patrol, local police, the Authority's Executive Director or a designee assigned by the Authority's Executive Director.

1.2.7 Customer and Public Relations

1. The TOC shall provide excellent customer service and achieve a high level of customer satisfaction.
2. The TOC shall assist in providing customer relations services for the Authority. The TOC shall provide a personnel customer training program as part of each new employee's orientation process. These services shall address toll-related announcements which, at a minimum, shall include the distribution of information, including circulars and flyers, to toll customers.

3. The TOC shall make no statements, press releases, or publicity releases concerning the Contract or reveal any of the data or other information obtained or furnished according to the Contract, or any particulars of it, during the Contract, without first notifying the Authority and securing its consent in writing. The TOC shall not publish, copyright, or patent any data furnished according to the Contract. Such data or information is the property of the Authority.

1.3 TOLL OPERATIONS

1.3.1 General Requirements – Toll Collection

The TOC shall be responsible for hiring, training, and managing a qualified staff to perform all activities related to the operation and management of the Authority's toll collection facilities. The TOC shall provide, implement, maintain, and manage approved toll collection procedure(s) addressing, at a minimum, the requirements included in the SOPs and as specified herein. The Toll Operations SOP manual contains the current requirements for operating the Authority's toll facilities. When changes are required, the TOC shall submit these change requests to the Authority for review and approval. The TOC shall request updates/changes to the Toll Operations SOP as needed and the Toll Operations SOP shall be updated no less than once a year.

1.3.2 Operations Plan

The TOC's Operations Plan shall detail how superior toll collection operations and management will be accomplished. The Operations Plan shall be updated on an annual basis.

1.3.3 Toll Collection Operations

1. **Toll Collection** - The TOC shall accurately and efficiently collect and account for all transactions and revenues associated with each vehicle using the Authority's facilities. The TOC shall perform these services courteously and, when requested, provide the Authority's customers with information and assistance.
2. **Toll Deposit** - The TOC shall be responsible for preparing all deposit documentation and assuring that all collected funds are verified and deposited daily in the proper accounts, and according to the approved SOP(s).
3. **Toll Audit** - Using existing financial, operational, exception, and unusual occurrence reports, the TOC shall provide a complete and accurate audit of the toll collection and traffic management operation.
4. **Customer Reports** - Reports from customers and other sources concerning accidents and/or incidents shall be verified and reported to the appropriate agencies by the TOC to ensure rapid and efficient dispatch of required services. The TOC shall maintain a complete record and log of all accidents and incidents and shall make them available to the Authority upon request. Content and format shall be subject to the review and approval of the Authority.

5. **Toll Staffing** - Toll collection facilities shall be staffed by the TOC to provide efficient and safe operation while minimizing delay to the customers and traffic congestion in the toll plaza area.
6. **Toll System** - The TOC shall use/operate the Authority's toll collection system according to approved SOPs and user manuals.
7. **Toll Training** - The TOC shall be responsible for training all operators on the operation of all types of collection and processing equipment used by the Authority on its facilities.

1.3.4 Plaza Staff Scheduling

Toll collection personnel shall be staffed so that a minimum of 40 percent of each plaza's regularly scheduled staff shall be full-time employees. These full-time employees shall be scheduled over seven days per week and all shifts. A TOC Supervisor shall be scheduled on duty 24 hours per day, 7 days per week. The Supervisor shall be first-line management for toll collectors. Schedules shall be developed to ensure that the plazas are properly staffed at peak traffic times and all required lanes are open in the proper mode. It is the Authority's intent to reduce customer delay and congestion to the maximum extent possible, consistent with efficient staffing. Reference Document No. 2 shows the initial minimum requirements for lane operating hours and lane usage. Any desired staffing changes will be subject to approval by the Authority.

1.3.5 Deposit Preparation and Verification Procedure

The TOC shall provide, implement, and maintain a Deposit Preparation and Verification Procedure within the Toll Operations SOP for the collection and disposition of all revenues collected. The Authority reserves the right to review preparation of deposits and supervisor verification at any time.

1.3.6 Discrepancy Operations Reporting Procedure

The TOC shall provide, implement, and maintain a Discrepancy Operations Reporting Procedure as part of the Toll Operations SOP. The procedure shall be used to report unusual circumstances. This includes estimates of revenue lost due to theft, banking errors, or loss from any other reason, and/or procedures violations.

1.3.7 Toll Collection System

The Authority's Toll Collection System is the primary internal control over revenue collection. It provides complete shift data for every lane no matter what the collection mode. Therefore all transactions can be accounted for and a reliable audit can be performed, unless the system was not working in a particular lane. The Toll Collection System lanes are managed from the mainline plaza computer for those lanes assigned to each plaza. The plaza manager's and supervisor's terminals provide the monitoring devices for the Toll Collection System, and for all lanes reporting to a particular mainline plaza. The terminals provide real-time monitoring of transactions in each lane, and show system maintenance alarms which must be acknowledged by the supervisor. Lanes can be opened and closed remotely at the plaza or on site in the lane. It is of great importance that the TOC understands the Toll Collection System and its capabilities.

1.3.8 Toll Collection System – Monitoring

The TOC is required to monitor the ETC System. As stated above, the real time monitors provide the TOC with the ability to monitor activity in the lanes. The TOC shall make appropriate use of this capability. This includes monitoring and acknowledging maintenance alarms and actual lane activity or inactivity. The Authority is relying on the TOC to be the steward of the ETC System. The TOC shall be especially vigilant in regards to the dedicated and express E-PASS lanes because there is a great potential for lost revenue if the ETC System is not performing properly or is out of service. The TOC is responsible for notifying the System Maintenance Contractor and if appropriate the Authority staff. The TOC has a minimum of a two hour notification window, from the time of the lane failure to the time of reporting the incident. The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. It is expected that these activities shall be reported as soon as the TOC learns of them and, with few exceptions, well within the required time frame.

1.3.9 Plaza and Ramp Collection Mode Configuration and Required Hours of Operations

The Plaza and Ramp Collection Mode Configuration reference document shows the mode of collection for each lane and the hours each lane is required to be open. This reference document also indicates the hours that manual lanes must be operated. It is through this data that the man-hour requirements were developed. Reference Document No. 2 Lane Coverage Requirements.

1.3.10 SOP Manual

The TOC shall operate the Authority's facilities in strict adherence to the approved SOP, approved plans, and according to the terms and conditions described herein. Any deviation from the SOP manual requires Authority approval. The TOC shall provide updates to these documents whenever they change, or at a minimum of once a year. The changes and the manual as a whole shall be submitted to the Authority for approval. The TOC shall provide an Authority-approved SOP. There are provisions and forms that the TOC will have to request to change immediately at Notice to Proceed. These should be addressed in the Mobilization and Transition Plan.

Without limiting the generality of other provisions of this scope with respect to updates and revisions of the SOP Manual, Authority may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by Authority, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the System.

1.3.11 Maintenance of Counting Machines

Counting room bill and coin counting equipment shall be cleaned by the TOC once a week. The TOC shall arrange for a representative from equipment manufacturer (Cummins) to train the TOC personnel responsible for the preventive maintenance procedures. The TOC shall provide all equipment necessary for the preventive maintenance activities. This includes a small portable

vacuum, liquid wax, dust brushes, rags, cleaning solvent, screwdrivers and erasers. It is important to keep these machines clean to ensure that they operate properly.

1.3.12 ACM – Coin Jams & Preliminary Cleaning

Preventative maintenance on the ACM machines is not the responsibility of the TOC and will be performed by the System Maintenance Contractor. However, the TOC shall clear coin jams and provide some preliminary cleaning of the ACMs while clearing coin jams.

1.3.13 Payment of Tolls

The Authority cannot, by law, grant free passage to those using its facilities except for certain cases. Therefore, all vehicles using Authority facilities, with limited special exceptions for emergency and certain official vehicles, are required to pay the applicable toll rate indicated at each plaza pay point. Most toll free vehicles will have a Non-Revenue E-Pass Transponder issued by the Authority or possibly another toll agency. According to Authority policy, any contractor operating and/or maintaining any of the Authority's toll facilities shall be responsible for all tolls for the contractor's vehicles even though the trip is in connection with work for the Authority. The TOC can submit an invoice to the Authority for reimbursement of tolls incurred while performing their duties on an Authority contract.

1.4 AUDIT AND REPORTING

1.4.1 Audit Requirements

The TOC shall make available all facilities, plazas, ramps and the TOC Toll Operations Office, for audits ordered by the Authority whether the audit is conducted by Authority personnel, FDOT, or by the Authority's designated accounting firm. The Authority, or its designated representative, shall have unlimited and unrestricted access to all facilities and applicable operations and maintenance documentation. The Authority reserves the right to bring this service in house. The TOC shall be required to:

1. Develop, implement, and maintain a thorough auditing process to ensure that all revenue, transactions and monies are properly collected, processed, verified, reconciled, and reported.
2. Perform daily audits/counts of change funds, tour funds, deposits, vaults, collector, and lane transactions. These audits shall be documented and retained at each toll collection location and/or at the TOC Operations Office, with copies forwarded to the Authority as required.
3. Account for 100 percent of all transactions processed at each lane in the Toll Collection System. These transactions include cash, ETC/AVI, special events, non-revenue, unusual occurrence, and violations.
4. Exceptions to 100 percent accountability – The TOC shall not be responsible for loss of revenue due to:

- a. Violations if the lane is staffed according to approved staffing schedule;
- b. Equipment malfunction if it has been reported to the System Hardware Maintenance Contractor in a timely manner (within 2 hours);
- c. Equipment failure or malfunction when the Authority has specifically directed that the lane remain open (peak period, in peak direction);
- d. ETC/AVI failure when no alarm was sounded or displayed on the plaza real-time monitor;
- e. Police-directed traffic management;
- f. Missing or malfunctioning lane equipment and/or programming cannot substantiate a reasonably accurate audit
- g. Counterfeit money as long as accepted money-handling practices were followed; and
- h. Robbery as long as approved security procedures were followed.

1.4.2 Audit Criteria:

- 1. Initial variance tolerances will be set at negative or positive 0.5% and \$5.00 for revenue. The variance criteria will be reviewed periodically with the Authority and adjusted as required. (SOP Section 4)
- 2. Initial vault variances exceeding 2 percent revenue will require a full audit review. (SOP Section 4)
- 3. Repay to the Authority all negative discrepancies up to \$100,000 annually. For negative discrepancies above \$100,000 annually, the TOC will repay those amounts in excess of \$10.00 per collector per day, except as referenced above.

1.4.3 Reporting Requirements

All reporting requirements under the Contract shall be processed through the Authority's ETC System and the TOC Operations Office personal computer (PC)-based workstations. These reporting requirements shall include, but not be limited to, all ad hoc, traffic and revenue, collector daily, unusual occurrence, detailed audit, discrepancy, deposit verification, audit, and alarm history reports. All required reports, other than existing Toll Collection System reports, shall be subject to review and approval by the Authority.

- 1. Make available to the Authority, or its designee, all applicable audit documentation immediately upon request.
- 2. Besides daily deposit and audit reports, the TOC shall also provide the Authority with a detailed transaction accountability exception report. This report will identify and explain any transactions not in alignment with the verification and reconciliation process.
- 3. The TOC shall prepare daily a deposit reconciliation report. The TOC shall also provide a weekly and monthly summary report to the Authority. The report shall depict daily activity, applicable financial transaction dates for all plaza activity, the indicated and actual revenue, TOC deposited revenue, and bank counts and receipts.

1.4.3.1 Four main reports are currently delivered to the Authority: (SOP Section 4).

1. The **Transaction Accountability Exception Report** reflects all audited MLT activity (traffic, revenues, adjustments, explanations, violations, and final variance), by plaza by collector by day.
2. The **ACM Vault/Deposit Audit Report** indicates all audited ACM activity (traffic, revenues, violations, explanations, and final variances), by plaza by lane by vault number by day.
3. The **Summary of Traffic and Revenue Report** summarizes the total ACM and MLT traffic and actual revenue, by plaza by day, for each seven-day increment within each month.
4. The **Monthly Transaction and Revenue Report** provides a high-level summarization of all the MLT, ACM, and AVI traffic and revenue, special events, and violation traffic, by plaza by month. The appropriate source documentation to support, explain, and justify the final reporting will accompany this report.

1.4.3.2 Other reports include:

1. Customer's Request for Reimbursement;
2. Deposit Logs (So Authority can balance the bank statements early);
3. Negative Discrepancies;
4. Lost revenue estimate due to Citrus Bowl Events (to be billed to the City); and
5. Various statistical/performance reports, as requested.

1.4.3.3 General requirements for each report developed by the TOC:

1. The report format shall be submitted by the TOC to the Authority for approval prior to being used on the Contract. Examples of reports, with explanations shall be submitted with the proposal.
2. The report period will be established by the Authority. For example, weekly reports will cover the period from Monday to Sunday. Monthly reports will cover from the first to the last day of the month.
3. The due date of the report will be specified by the Authority.
4. Reports are to be submitted in hard and soft copy, formats acceptable to the Authority.
5. The TOC will be specifically informed of who is to receive certain reports. Any report for which a recipient has not specified will automatically be addressed to the Director of Toll Operations. The Authority may at any time add or delete individuals on the distribution list.

1.4.4 Accounting

The TOC shall operate and maintain a cost accounting system and a general ledger accounting system that complies with generally accepted accounting principles. The TOC shall ensure that all documents required for the backup of the data shall be available and provided upon request for review or audit of any section of the TOC.

1.5 HUMAN RESOURCES MANAGEMENT PLAN

The TOC shall develop, implement and manage a Human Resources Management Plan. The draft Human Resources Management Plan submitted by the TOC with the Technical Proposal shall be finalized and submitted to the Authority for review and approval at the time of the Notice to Proceed. The Human Resources Management Plan shall be updated on an annual basis.

1.5.1 Providing Qualified Personnel

The TOC shall provide qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall present how the TOC will provide the qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall also present how the TOC will ensure a stable workforce including both full-time and part-time employees. All TOC employees shall speak fluent English. TOC policies and procedures, to which the TOC staff will be required to adhere, shall be provided to the Authority for review. A staffing report shall be submitted on a monthly basis. This report shall provide the status of the work force, the percentage of required positions filled, the progress and efforts being made in filling the vacant positions, and turnover rates.

1.5.2 Job Descriptions

The Human Resources Management Plan shall provide complete and detailed formal job descriptions for all staff positions on this Contract. This shall include requirements for initial and ongoing training.

1.5.3 Screening Process

The Human Resources Management Plan shall include a screening process for all potential employees assigned to the Contract. This process shall include a drug testing program and a state and national background check to exclude individuals with criminal records or other backgrounds that could jeopardize the Authority's assets and the TOC's ability to properly provide the specified services. The safe and proper handling of Authority revenues and assets by the TOC's personnel shall be the focus of the screening process.

1.5.4 Drug Testing

The TOC shall certify that the personnel it provides are drug-free upon initial assignment to the Contract. The TOC shall re-certify, on an on-going basis, a minimum of 25 percent of its personnel every six months, based on random employee testing. This testing process shall ensure that all employees are retested within a two-year time frame. The TOC shall provide a semi-annual report to the Director of Toll Operations showing employees tested, test results, and the status of the employee population as it relates to re-certification. The Authority reserves the right to request that an employee be tested regardless of certification status.

1.5.5 Personnel Files

The TOC shall, as part of the Human Resources Management Plan, establish and maintain a personnel file on each employee assigned to the Contract. The file shall include a recent photograph and a complete set of the employee's fingerprints. The fingerprints shall be taken by an entity or TOC staff that is trained on proper fingerprinting technique. The Authority reserves the right to review personnel files from time to time at its discretion.

1.5.6 Benefits

The TOC shall provide full-time and part-time employees with competitive salaries and all normal privileges, benefits, and guarantees of employment that are afforded to the firm's existing regular and part-time employees. This includes providing benefits, such as medical coverage, retirement plans, sick leave, vacation pay, and holiday pay. These benefits shall be comparable to those provided to the current work force. The benefits provided under the current contract are detailed in Reference Document No. 3.

1.5.7 Fidelity Bonds

All TOC personnel shall be bonded. All management and supervisory personnel shall be bonded and approved by the Authority. TOC shall provide a commercial blanket Fidelity Bond covering each individual in the minimum amount of \$100,000 to protect the Authority from property losses, including money occasioned by theft, when such losses are identifiable to specific TOC employees. The TOC shall be responsible for promptly filing any claims and reimbursing the Authority to the full extent of the loss. No "deductible amount" of the bond shall apply to reimbursement to the Authority. The Fidelity Bond shall be completed and furnished to the Authority along with the executed Contract. The TOC shall submit a report every six months showing a list of employees and certification that they are all bonded.

1.5.8 Security Policy

The TOC shall develop and submit a Security Policy for review and approval by the Authority. If at any time the Authority puts in place a Security Policy, the TOC shall adopt the policy and adhere to it. The Authority maintains many data files that are considered highly confidential from which negative consequences could ensue should the information be published or otherwise divulged negligently or maliciously. Unauthorized access to these files is, in some cases, a violation of the law.

1.5.9 Appearance

The TOC's employees shall present a neat, clean, and professional appearance with no visible tattoos or body piercing. Women are allowed two earrings per ear. The TOC shall provide uniforms for all Toll Collectors, Supervisors, and Couriers (including part-time). All of these employees shall wear the uniform in a professional manner, including acceptable shoes. The uniforms shall be submitted to the Authority for approval before they are put into use. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

1.5.10 Removal Rights

The Authority reserves the right, at any time and without incurring liability, to require immediate removal from the Contract any TOC employee or subcontractor whom the Authority identifies as a potential threat to the health, safety, security, or general well-being of the Authority's customers, employees, agents, or assets, or whom the Authority determines does not meet the minimum performance requirements of the work.

1.5.11 Authority's Right to Hire

The Authority may hire the TOC's employees at any time, whether during or beyond the term of the Contract. In addition, the TOC agrees not to restrict, or attempt to restrict, the rights of its employees to seek work with subsequent contractors providing the same service to the Authority.

1.5.12 Time Keeping

The TOC shall provide an electronic time keeping system for the purpose of reporting the start times, stop times, hours worked and compensated time off of its personnel that are billed to the Authority.

1.6 TRAINING PLAN

The TOC shall develop, implement, and maintain a detailed Training Plan to ensure all TOC personnel are knowledgeable and competent in all phases of their jobs. The Training Plan shall be in place upon receiving the Notice to Proceed to ensure initial training during the transition period. The Training Plan shall include a new employee orientation program, and a follow-up training program throughout the Contract.

1. The Training Plan shall perform the following functions, at a minimum:
 - a. Provide a complete new employee orientation program that includes an introduction to the Authority.
 - b. Fully train all personnel, including supervisors, to perform all phases of job duties and responsibilities for each job description. Training shall be provided, as appropriate, for all processes and procedures used in the performance of work under the Contract.

- c. Fully train all toll operations personnel in the area of customer service. The Training Plan shall include, at a minimum, geographical and directional instructions (routes and distances to prominent landmarks and points of interest within a 50-mile radius of the Orlando area) and effective communications training.
2. All training materials acquired and/or developed by the TOC for the Contract shall be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. Any special licenses or rights acquired by the TOC for training materials shall be obtained in the name of the Authority. All training records shall be considered the property of the Authority. The Authority reserves the right to attend any TOC training classes. Final training manuals and documentation shall be subject to review and approval by the Authority.
3. The TOC shall submit for review and approval, all training courses and materials to the Authority before training is conducted. The final training course and materials shall be subject to review and approval by the Authority.

1.7 DOCUMENTATION REQUIREMENTS

The TOC shall maintain current and accurate records for all operations work. The records shall be organized and managed by a computerized data and information management system. The TOC shall maintain records in an electronic form easily retrievable and transferable to the Authority. All text documents and records created electronically shall be prepared on an Authority-approved software (Microsoft Word) or e-mail program (using only ASCII/unformatted text). Each page of text shall include a footer, which shall indicate the project, page number, and issue date or latest revision date of the document. All drawings, figures, flowcharts, etc., prepared electronically shall use an Authority-approved version of Excel, Visio or AutoCAD. All records are the property of the Authority and, as such, the Authority has the right to review and retrieve data and records at any time, electronic or hard copy. The TOC shall provide a full explanation of how and what system is going to be used to fulfill this requirement.

1.7.1 Documentation and Tracking Data

Documentation is a crucial element to the long-term reliable operation of the Authority's toll facilities. The ultimate role of documentation is to capture the knowledge accumulated by individuals working for the Authority and to transmit that knowledge to the next generation of people responsible for on-going Authority operations. Within that context, all information that might be useful for training the next generation of people shall be collected and reduced to a written form so that future expenses and operational difficulties are minimized. The current SOP is a prime example of this type of effort.

1.7.2 Correspondence - General

Written, hardcopy correspondence between the TOC and the Authority shall be used for all issues involving schedule, budget, technical approval, design reviews, contractual matters, and any other issue requiring formal documentation. A verbal approval shall be followed by a written approval to be obtained within one (1) business day.

1.7.3 Correspondence – Detail

All correspondence shall include the Contract name and identifying number assigned by the Authority. All correspondence shall have the date of creation and the name and signature of the correspondence author. One (1) hardcopy of all written correspondence shall be filed and accessible to the Authority on request. All correspondence shall be prepared with Microsoft Word and an electronic copy of all correspondence shall be maintained and archived. E-mail may be used for routine communication between the TOC's employees, Authority staff, and other consultants and contractors. Matters listed previously that require written correspondence will not be approved based upon e-mail. All e-mail that deals with any issues requiring written correspondence shall be archived.

1.8 PERFORMANCE

1.8.1 Employee Performance Incentive Plan Requirements

The Authority and the TOC agree that it is in the best interests of both parties to design and implement an Employee Incentive Plan to motivate employees to provide a high-level of customer service. It is this agreement that allows for an equitable means of allocating payments to the TOC to allow its full-time employees to receive an incentive to provide the highest quality customer service. The TOC shall disburse all incentive payments to the fulltime employees, except to the extent that the funds shall be withheld for FICA, income tax, insurance, other benefits, or for other standard payroll taxes or deductions. Payments received by the TOC from the Authority for the Employee Incentive Plan shall not exceed \$150,000 annually. Approval by the Authority's Director of Toll Operations of any incentive plan is required prior to initiation.

1.8.2 Contract Performance Incentive Program

The Authority is open to developing a viable Contract Performance Incentive Program to improve operational efficiencies. The Authority will entertain discussions with the TOC on implementing a Contract Performance Incentive Program based on future operational efficiencies.

1.9 LIQUIDATED DAMAGES

1.9.1 System-Related Monitoring and Reporting Requirements – Actual Damages

The TOC is responsible for monitoring the ETC System which includes maintenance alarms and actual lane activity. When revenue is lost due to equipment failure (whether it involves manual collections, ACMs, AVI, or VES) and cannot be recovered from customers, the TOC shall be responsible for these lost revenues when:

1. The TOC has received an ETC System maintenance alarm and does not respond by notifying the maintenance contractor and/or the designated Authority staff member, within the specified time periods;
2. It is determined that the TOC failed to recognize problems in the lanes that should have been detected, as determined by the Authority; or
3. It is determined that the equipment failure or malfunction is a result of the TOC's negligence.

The Authority reserves the right to estimate the amount of lost revenue and invoice the TOC for that amount. The exception to this provision would be catastrophic events, as determined by the Authority.

1.9.2 System-Related Monitoring and Notification Requirements – Liquidated Damages

If the TOC has not fulfilled its notification requirements, and it has resulted in lost revenue, and actual damages cannot be determined, the Authority has the option of assessing Liquidated Damages for the TOC's failure to meet the monitoring and notification requirements. The response times, as specified in Section 1.3.8 of the Scope, are two hours from the time of System failure. Liquidated Damages will be applied at the following rates:

Response Time: Two (2) hours from the time of occurrence.

Hourly Charge per lane when response time is exceeded: The average revenue per hour for the time frame and collection point in question.

The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. The Authority will advise the TOC in writing of its intent to assess liquidated damages within 5 days of becoming aware of the occurrence and any delay. The time frame for measurement of response time will be determined through an analysis of available ETC System data and events surrounding the incident. Partial hours may be treated as whole hours at the discretion of the Authority, and liquidated damages amounts may be withheld from payments.

1.9.3 Performance Requirements – Liquidated Damages

If the Authority determines that the TOC is not meeting the performance requirements for any provision, the Authority will notify the TOC in writing, and the TOC will have two weeks to correct the level of performance cited to the appropriate standard. The TOC, in response to the written notification, shall provide an explanation of why the problem is occurring, and a plan for correcting it. If the TOC is unable to achieve the required level of performance, the Authority will have the right to assess liquidated damages retroactive to the date of notification at the rate of \$200 per day, per criteria not achieved until the standard is met.

1.9.4 Reporting Requirements – Liquidated Damages

If the Authority determines that the TOC has failed to provide a required report, the Authority will notify the TOC in writing, and the TOC shall have two working days to provide the required report, containing the required information, in the fully completed, required, acceptable format.

The Authority will have the option of assessing liquidated damages at the rate of \$200 per day, per report from the date the report is due to the date it is received

1.10 MISCELLANEOUS PROVISIONS

1.10.1 Coordination with Other Contractors

There are several other contractors working with the Authority on the ETC System. Some of these are directly related to the work being done by the TOC and some are not, but it is imperative that the TOC cooperate and coordinate activities where appropriate to ensure smooth operation. Examples of other contractors are: Toll System Maintenance Contractor, Customer Service Center Operator, fiber optic network maintenance, security maintenance, software maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the Toll System Hardware or Software Maintenance Contractor and/or the Installation Contractor for new construction or modifications. The TOC shall take whatever steps are deemed necessary by the Authority to accommodate this requirement.

1.10.2 Work Limitations

The TOC will be limited in the type of work activities that may be conducted. In general, the TOC shall not make physical modifications to the Authority's facilities. Some examples of this would be: modifications to the toll islands, structural modifications, certain electrical wiring, and cuts in the pavement (without a work order form the Authority specifically ordering the work). Running conduits and cables through the toll plaza tunnels or existing openings is allowed. Pre-approval by the Authority or the Authority's designated representatives is required for all facilities-related work. If physical, structural, or electrical modifications are requested of the TOC to accommodate the ETC System, the Authority will provide a specific work order, which describes the work to be done. The TOC shall provide acceptable detailed sketches, engineering drawings, and descriptions of the requested modifications required for proper installation.

1.10.3 E-PASS Related Programs and Activities

- The Authority and the Greater Orlando Airport Authority (GOAA) have a program where E-PASS is supported as a payment method for airport parking. The Customer Service Center (CSC) will provide the primary customer service support for this activity.
- Currently, the Authority supports interoperability with the following; Florida Turnpike Enterprise's SunPass[®] program, Lee County's Leeway program, North Carolina Turnpike's Quick Pass program and Georgia's State Road Toll Authority's Peach Pass program. While these agencies have their own CSCs, E-PASS customers who use these facilities may contact the E-PASS CSC with questions.

1.10.4 Upcoming Projects

The following is a list of proposed up-coming projects which are included in the Authority's Five Year Work Plan. These are presented for informational purposes only and the dates

included are estimated. The Authority has not committed to either the completion of the projects or to the dates shown.

- SR 429 Schofield Road – (2) 2 – Lane Ramps Plazas, 2015
- SR 528 Airport Plaza Demo/Widening – Removal of Mainline plaza and the addition of (4) 2 – Lane Ramps, 2016
- Innovation Way Interchange – (2) 2 - Lane Ramp Plazas, 2016
- Wekiva Parkway – This roadway will be an all-electronic (AET) roadway, 2016

1.10.5 Equipment Changes:

In addition to the above projects, the Authority is currently in the process of replacing/upgrading various components of its toll collection system. These upgrades primarily focus on in lane hardware and software along with the violation processing system.

1.11 JANITORIAL SERVICES

The TOC shall perform janitorial services in a manner that ensures the facilities specified below (including ramps) are maintained in an attractive, clean, and sanitary manner.

1.11.1 Name and Location of Mainline Toll Facilities

1. Beach Line Airport Plaza – SR 528
2. Beach Line Main Plaza – SR 528
3. University Plaza – SR 417
4. Curry Ford Plaza – SR 417
5. Boggy Creek Plaza – SR 417
6. John Young Plaza – SR 417
7. Dean Plaza – SR 408
8. Conway East Plaza – SR408
9. Conway West Plaza – SR 408
10. Hiawassee Plaza – SR 408
11. Forest Lake Plaza – SR 429
12. Independence Plaza – SR 429
13. Coral Hills Plaza – SR 414
14. Dallas Plaza – SR 528
15. Goldenrod Road Extension – SR 551

1.11.2 General Requirements

1. The TOC shall furnish all labor, materials, consumable supplies (including toilet tissue, hand towels, and hand soap), equipment, and tools necessary to perform all stated duties in an efficient and workmanlike manner. The services shall be performed for all mainline plazas and ramps. Mainline plazas shall be serviced on a daily basis whereas unmanned ramps shall be serviced monthly unless circumstances warrant immediate attention. The services shall be performed between the hours of 6:00 a.m., and 11:00 p.m., 7 days per week, or as approved by the Director of Toll Operations or his authorized representative.
2. The TOC shall keep a daily log of all routine maintenance operations performed by the janitorial personnel and make available to the Authority upon request.
3. The TOC shall submit, upon request by the Authority, a list of all materials to be used in providing the cleaning service. The Authority may approve or disapprove any product prior to commencement of service.
 - a. The floor finish shall be non-staining and shall provide a high degree of slip protection.
 - b. No cleaners shall be harmful to the surface to which they are applied.
 - c. Dust mop treatment materials, which leave an oily residue, shall not be used.
4. The TOC shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.
5. Dumpsters at the mainline plazas shall not be used for disposal of old fluorescent bulbs. The TOC shall be responsible for proper disposal of bulbs in accordance with environmental regulations.

1.11.3 Daily Work Cycle – Specific Requirements

- Clean glass in all entrance doors, inside and out.
- Shake interior/exterior mats and clean surrounding area.
- Vacuum carpeted areas and spot clean as needed.
- Dust mop uncarpeted areas with chemically treated mop.
- Empty wastebaskets, trash receptacles (replace liners where needed).
- Clean and sanitize water fountains.
- Clean and sanitize restroom sinks, commodes, urinals, counters, mirrors, and tile floors. Remove fingerprints, as needed. Clean dispensers and replenish paper towels, toilet tissue, sanitary napkins, and soap.
- Clean sinks, wipe counters, tables, chairs, trash receptacle, microwave (inside and outside), and refrigerator (outside only) in break room.
- Dust chairs and tables in reception area.
- Check lights. Replace burned-out lights, as necessary, using long-life rough service bulbs.

- Lanes – Sweep and blow down lanes. Pick-up trash on total concrete area, including under and around attenuators.
- Booths – Vacuum and mop, wipe counters, and empty trash.
- Empty outside trash barrels.
- All other tasks consistent with janitorial services.

1.11.4 Weekly Inside Work Cycle – Specific Requirements

- Vacuum, wet mop, and wax all floors.
- Clean windows and wash all countertops.
- Clean windowsills and shoe moldings.
- Remove cobwebs from walls, corners, and ceilings.
- Clean air conditioner vents.
- Vacuum tunnel floor at mainline plazas.
- Clean walls and ceilings of all tollbooths.
- Clean all ductwork and vents in plaza tunnels.

1.11.5 Weekly Outside Work Cycle – Specific Requirements

- Pick-up trash on grounds (i.e. parking lot, adjacent to building, and side walks).
- Clean booth air conditioning filters and vents.
- Vacuum stairway from tunnel to booth.
- Sweep or blow parking lot.

1.11.6 Monthly Work Cycle – Specific Requirements

- Vacuum under furniture and in corners.
- Wax all floors (Full strip & wax annually).
- Dust furniture, desks, chairs (including lags and spreaders), files, business equipment, etc.
- Spot clean painted surfaces.
- Clean exterior doorjambs, frames, and transoms in all entrances.
- Clean tile walls in bathrooms and Formica partitions.
- Clean inside walls.
- Clean outside storage areas.
- Clean all window blinds.
- Clean light panels in ceilings.

1.11.7 Quarterly Work Cycle – Specific Requirements

- Wash windows, inside and out.
- Wash painted walls and woodwork.
- Vacuum upholstered furniture.
- Clean picture frames and glass.
- Wash Naugahyde or plastic-covered furniture.

1.11.8 Semi-Annual Work Cycle – Specific Requirements

TOC shall clean carpeting twice per year (shampoo, steam clean, or dry chemical clean).

2 QUALITY MANAGEMENT AND QUALITY ASSURANCE

The TOC shall develop, implement, and maintain a Quality Management and Quality Assurance Plan.

2.1 QUALITY MANAGEMENT

2.1.1 Quality Policy

This policy shall reflect a commitment to achieve the highest standards of customer satisfaction and performance of the procedures necessary to provide toll operations services, while maintaining good organizational relationships with the Authority, FDOT, and law enforcement personnel. This policy shall include an organizational mission statement and/or managerial philosophy, along with goals and objectives linked to the quality management and assurance.

2.1.2 Quality Management/Quality Assurance

Identify all procedures/processes and include quality standards of behavior where appropriate. Acceptable tolerance/limitations shall be identified for each process/procedure. Methods of assuring compliance, such as inspection, monitoring, and audit review shall be identified with time frames noted.

2.1.3 Quality Assurance (QA)

QA shall include procedures to determine that quality control is being, or has been, performed effectively and appropriately. It shall include such activities as planned inspections necessary to ensure optimum toll collection, accounting verifications and audits, administration, toll plaza management, and TOC operations office management. Frequency of QA activities shall be noted, along with any appropriate minimum standards, showing the need for additional action if these are not met.

2.1.4 Quality Control (QC)

QC shall include prescribed procedures by which work products are reviewed and brought into compliance, where necessary, to conform with professional standards, contractual obligations, and commitments to the Authority. This includes activities to identify and eliminate causes of unsatisfactory performance and meet the goals and objectives of operational activities included as part of the Quality Policy.

2.1.5 Customer Satisfaction

2.1.5.1 Complaint Resolution

Customer complaints shall be received and handled by the TOC. Complaints received at the plazas shall be logged in with the date and time, and name and address of the customer. An attempt shall be made to resolve the complaint at the plaza with TOC staff or escalated to TOC management. If complaint

resolution is unsuccessful, the customer shall be politely referred to the Authority.

2.1.5.2 Customer Satisfaction Survey

The Authority will conduct periodic surveys at its discretion according to appropriate survey research methods. The TOC shall help in the development, distribution, collection, and analysis of the surveys. The survey will include questions concerning satisfaction with those aspects of toll operations that are most visible to the customer. These may include topics such as the degree of friendliness and courtesy shown by collectors, the attention paid to unique problems/difficulties faced by the customer, delays while traveling through toll plazas, cleanliness/overall appearance of facilities, and preference of traveling through toll facilities compared with alternate routes.

2.1.6 Employee Performance Assessment and Evaluation

The SOP shall contain a set of policies and procedures that creates a method to evaluate the performance of all employees. This method shall identify the evaluation process, including factors such as frequency of formal evaluation, the rating scale or criteria used to decide levels of performance, and the process by which employees are counseled regarding performance improvement.

2.2 CONTRACT PERFORMANCE MONITORING

1. The Authority will review the performance of the TOC's operations.
2. The SOP, coupled with the operations criteria, provide the standardization and performance levels necessary to ensure the Authority's effective development, administration, coordination, operation, and management.
3. The Authority expects the TOC to exceed minimum performance standards and equates that level of performance with a "Satisfactory" performance. The TOC shall strive to attain the highest standards of excellence in executing its responsibilities under the Contract as measured against performance standards consistent with best available practices. The TOC shall develop standards of excellence and have a strong, ongoing self-assessment program to measure progress against the standards. The TOC will receive favorable ratings for identifying "a better way" and for developing and implementing cost savings ideas and quality performance standards.

3 MOBILIZATION AND TRANSITION PLAN

The draft Mobilization and Transition Plan submitted by the TOC with the Technical Proposal shall be finalized for resubmittal to the Authority for review and approval immediately upon receipt by the TOC the Notice to Proceed.

3.1 MOBILIZATION

It is the Authority's intent that the TOC shall transition with the current contractor over no more than a two (2) month period covering May through June 2015. The TOC shall also use this time for project mobilization and start-up activities. The TOC shall provide a fully equipped office, a qualified staff, all necessary equipment and supplies, and maintain all documentation, forms and manuals necessary for the operation of the Authority's toll facilities and toll collection system.

3.2 TRANSITION

Smooth continuity of services is critical during the transition period from the current TOC to the new TOC. The Mobilization and Transition Plan submitted with the Technical Proposal shall be finalized and submitted to the Authority for review and approval immediately upon Notice to Proceed. The plan shall describe, in detail, the TOC's methodology and approach to carrying out and coordinating the transition of personnel and equipment. The plan shall include a Staffing Plan for both Administrative and Toll Collection Personnel. The plan shall address maintaining unobstructed traffic flow, normal and peak hour toll collection staffing, audit and control of toll transactions and revenues, and coordination. The plan shall include procedures to ensure that responsibility for reports, documentation, records and operating procedures is properly transferred from the current contractor to the TOC without degradation or interruption of services.

3.3 PLAZA TRANSITION STAFFING PLAN

Not later than 14 days before assumption of each toll collections plaza, the TOC shall submit the following hiring plan documents, developed in accordance with the Contract, to the Authority for review and approval:

1. Hiring Plan for Eligible Current Contractor Full-Time Employees – After reviewing the list and files (provided by current Contractor) of full-time employees eligible for first right of refusal, the TOC shall submit its hiring plan for these employees, including the first date of employment.
2. Hiring Plan for Other Toll Collection Employees – The TOC shall submit a hiring plan for toll positions required beyond those filled by current Contractor's full-time employees. The list shall include additional full-time and all part-time employees.
3. Summary of Hiring Plan – The TOC shall submit a hiring plan for the total number of full-time and part-time toll collection positions and the total number of toll plaza managerial and supervisory positions for each plaza.

3.4 PROPERTY AND EQUIPMENT INVENTORIES

Not later than seven days before assumption of each toll collections plaza operations and operations at the Authority's Headquarters, the TOC, Authority, and current contractor will jointly inventory all Authority owned property at each plaza and associated ramp locations. Any discrepancies shall be reported to the Authority in writing. A property inventory report shall be submitted. The preliminary version of the report shall be submitted with each phase and a final

report, including all plazas, shall be submitted with the last plaza. The report shall be maintained current and shall be reissued annually, or as directed by the Authority. The property inventory report(s) shall contain a list of all relevant property items by Authority inventory number. All property and equipment purchased for this project will remain the property of the Authority at the end of the contract.

3.5 UNIFORMS

3.5.1 General

The TOC shall provide all toll collection uniforms. All employees required to meet with the public in a toll collection capacity shall be properly uniformed. These staff positions shall include, at a minimum: toll collectors, toll collection supervisors, and toll collection couriers. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

3.5.2 Uniform Design

The current contractor has recently signed a contract to provide uniforms. The contract has provisions for the new TOC to assume the uniform contract. The TOC shall assume the uniform contract and use it for providing the required uniforms. Pricing will be provided with the pricing sheets.

3.6 END OF CONTRACT TRANSITION

1. The TOC acknowledges that the services under the Contract are vital to the Authority and must be continued without interruption and that, upon Contract expiration or termination, a successor (either the Authority or another contractor) may continue them. The TOC agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
2. The TOC shall, upon the Authority's written notice, furnish transition services during the last 90 days of the Contract. The TOC shall also negotiate in good faith with the successor a plan describing the nature and extent of transition services required. The training program and a date for transferring responsibilities for each division of work shall be subject to Authority approval. The TOC shall provide sufficient experienced personnel during the transition period to ensure that the services called for by the Contract are maintained at the required level of proficiency.
3. The TOC shall allow as many personnel as necessary, in the judgment of the Authority, to remain on the job to help the successor maintain the continuity and consistency of the services required by the Contract. The TOC shall also make available to the Authority for use by the successor all necessary personnel records, as it pertains to performance and training, and shall allow the successor to conduct on-site interviews with these employees. The TOC shall release those employees to be hired by the successor at a mutually agreeable date.

4. The TOC shall be reimbursed for all reasonable and applicable costs (i.e., costs that the TOC might incur after Contract expiration) that result from operations transition and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the Contract.

End of Scope of Services

NAME CHANGE AGREEMENT

WHEREAS, on November 12, 2015, Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as "CFX", and URS Energy & Construction, Inc., "CONTRACTOR", entered into an Agreement, and amendments thereto, whereby the CONTRACTOR would provide toll facilities operations and management and related tasks as may from time to time be assigned to the Contractor by CFX.

WHEREAS, on September 12, 2016 the CONTRACTOR officially changed its legal, registered name to AECOM Energy & Construction, Inc.; and

WHEREAS, AECOM Energy & Construction, Inc. will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

WHEREAS, CFX hereby consents to continuing the Agreement with AECOM Energy & Construction, Inc.

WHEREAS, where the term URS Energy & Construction, Inc. shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to AECOM Energy & Construction, Inc.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

Contract No. 001071
Contract No. 001169

IN WITNESS WHEREOF, the CONTRACTOR caused these presents to be executed by
their duly authorize officer this 17 day of January, 2017.

ATTEST:



CONTRACTOR AECOM Energy & Construction, Inc.

BY

Brad White
Signature

Tamica Sinanan Dizon

Brad White, Vice President
Name and Title

CONSENT TO ABOVE AND FOREGOING NAME CHANGE
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY

Aneth Williams
Signature

Aneth Williams, Director of Procurement

1-19-17
Date

Approved as to form and execution, only.

Joseph Flaminio
General Counsel for CFX

TAMICA SINGHANI BIZ
Notary Public - State of TX
My Comm. Expires Jan 28, 2025
Commission # FE 0888



EXHIBIT "A"

**CERTIFICATE OF AMENDED
AND RESTATED ARTICLES OF INCORPORATION**

**CERTIFICATE OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION
URS ENERGY & CONSTRUCTION, INC.**

Charter Number 171108

The undersigned, *Jeanne C. Baughman*, who is the Secretary of URS Energy & Construction, Inc., an Ohio corporation for profit, does hereby certify that in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the attached Amended and Restated Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed her name on September 7, 2016.

URS ENERGY & CONSTRUCTION, INC.



Jeanne C. Baughman, Secretary

AECOM ENERGY & CONSTRUCTION, INC.
(an Ohio corporation)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

(As of September 12, 2016)

- FIRST:** The name of the corporation is *AECOM Energy & Construction, Inc.*
- SECOND:** The place in the State of Ohio where its principal office is located is in the City of Columbus, Franklin County.
- THIRD:** The purposes of the corporation are as follows: To perform a broad range of design, engineering, construction, construction management, facilities and operations maintenance, environmental remediation and mining services including, but not limited to, engineering and architectural work of a general, civil, mechanical, electrical or mining nature, including preparation of plans and specifications, and act as consulting and superintending engineers and architects, and generally to do and perform any and all work as engineers, architects, builders and contractors, and to solicit, obtain, make, perform, promote and carry out contracts covering the general building and contracting business and all operations connected therewith of every kind, character and description, and to engage in any other lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.
- FOURTH:** The number of shares which the corporation is authorized to have outstanding is sixty thousand (60,000) shares of common stock, all of which shall have a par value of Ten Dollars (\$10.00).
- FIFTH:** These Amended and Restated Articles of Incorporation take the place of and supersede the existing Articles of Incorporation as heretofore amended.
-

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
URS ENERGY & CONSTRUCTION, INC.**

**TOLL FACILITIES OPERATIONS AND
MANAGEMENT SERVICES**

**CONTRACT NO. 001071
CONTRACT DATE: NOVEMBER 12, 2015
CONTRACT AMOUNT: \$67,274,165.81**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, TECHNICAL PROPOSAL,
PRICE PROPOSAL, REFERENCE DOCUMENTS,
STANDARD OPERATING PROCEDURES, PERFORMANCE
BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, REFERENCE
DOCUMENTS, STANDARD OPERATING PROCEDURES, PERFORMANCE
BOND, AND FORMS**

FOR

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

CONTRACT NO. 001071

NOVEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

**Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

Executive Director

Laura Kelley

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 19
SCOPE OF SERVICES	SS-1 to SS-27
Negotiated Changes	
METHOD OF COMPENSATION	MC-1 to MC-3
PRICE PROPOSAL	PP-1 to PP-60
PERFORMANCE BOND	PB-1 to PB-4

Attached compact disk contains the following and are incorporated herein

Reference Documents (Part of Scope of Services)
Standard Operating Procedures (Part of Scope of Services)
Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6
Technical Proposal
Acknowledgement of Addenda
Code of Ethics Form
Conflict of Interest Form
Drug Free Workplace Form

CONTRACT

This Contract No. 001071 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and URS ENERGY & CONSTRUCTION, INC., 10276 NW 47th Street, Sunrise, Florida 33351, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide toll facilities operations and management and related tasks as may from time to time be assigned to the contractor by CFX; and,

WHEREAS, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include toll facilities operations and management as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addenda,
- 1.3 The Scope of Services,
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONTRACTOR, and
- 1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND TERMINATION

The initial term of the Contract will be five (5) years from the date established in the Notice to Proceed from CFX. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial five-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 90-days' notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is \$67,274,165.81.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of

disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance Bond** equivalent to \$1,000,000.00 issued on an annually renewable basis. The terms and provisions of the performance bond shall be satisfactory to CFX in its sole and absolute discretion. CFX may apply any or all of such bond to reimburse it for damages caused by any defaults of CONTRACTOR under this Contract or to remedy any events of default. If CONTRACTOR is not in default at the expiration or termination of this Contract, CFX will authorize the release and return of the performance bond to CONTRACTOR.

6.6 **Employees Fidelity Bond** covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free

Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

7.6 CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of Contractor, or arising out of the negligence of Contractor;

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Controls and Training Manager, Accounting Manager, Audit Manager, Safety and Security Manager, and Toll Operations Manager (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of

default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific

consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

15. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or

equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use

of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys’ fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys’ Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties’ original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties’ intention for the whole of the Contract.

22. GOVERNING LAW

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

Print Name: Claude Miller

URS ENERGY & CONSTRUCTION, INC.

By: *B. A. Trott*

Print Name: Bruce A. Trott

Title: General Manager

AECOM
LEGAL DEPARTMENT
BY: *[Signature]*
DATE: 11/19/15

ATTEST: *[Signature]* (Seal)
Asst Sec

Approved as to form and execution, only.

Joseph F. Pasciatore
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

TOLL FACILITIES OPERATIONS AND MANAGEMENT

CONTRACT NO. 001071

TABLE OF CONTENTS

1	SCOPE OF WORK.....	1
1.1	GENERAL REQUIREMENTS.....	1
1.2	PROGRAM MANAGEMENT AND ADMINISTRATION	3
1.3	TOLL OPERATIONS	7
1.4	AUDIT AND REPORTING.....	10
1.5	HUMAN RESOURCES MANAGEMENT PLAN.....	13
1.6	TRAINING PLAN.....	15
1.7	DOCUMENTATION REQUIREMENTS	16
1.8	PERFORMANCE REQUIREMENTS.....	17
1.9	LIQUIDATED DAMAGES	17
1.10	MISCELLANEOUS PROVISIONS	19
1.11	JANITORIAL SERVICES	20
2	QUALITY MANAGEMENT AND QUALITY ASSURANCE	23
2.1	QUALITY MANAGEMENT.....	23
2.2	CONTRACT PERFORMANCE MONITORING	24
3	MOBILIZATION AND TRANSITION PLAN	24
3.1	MOBILIZATION	25
3.2	TRANSITION	25
3.3	PLAZA TRANSITION STAFFING PLAN.....	25
3.4	PROPERTY AND EQUIPMENT INVENTORIES.....	25
3.5	UNIFORMS.....	26
3.6	END OF CONTRACT TRANSITION	26

1 SCOPE OF WORK

1.1 GENERAL REQUIREMENTS

The Toll Operations Contractor (TOC) shall operate and manage the Central Florida Expressway Authority's (Authority's) Toll Collection Operations and Toll Facilities. The TOC shall provide:

1. Efficient toll collection operations,
2. Effective management and operations of the Electronic Toll Collection (ETC) System,
3. Sound audit and reporting processes,
4. Responsive, courteous customer service, and
5. Proper facilities management.

A detailed Operations Plan shall be submitted by the TOC showing how it intends to carry out these responsibilities. The Operations Plan shall be updated on an annual basis.

1.1.1 Description of Services

The services required under this Contract will be to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide all the qualified and trained personnel, plus all the materials, supplies, equipment, furnishings and support services necessary to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide services 24-hours per day, 7-days a week, 52-weeks per year. The TOC shall manage all aspects of the toll operations. This includes all toll collections, on-going training, scheduling, courier service, etc. The TOC shall partner with the Authority and provide not only excellent personnel, but ensure ongoing excellence in operations by quality training, testing, monitoring, evaluation, and reporting. A set of approved Standard Operating Procedures (SOP) has been established and shall be followed until change requests have been submitted and approved. As such, the SOP is hereby incorporated into the Scope of Services and the Contract as part of operations and included as a major component of the Training Plan. The TOC shall also ensure that excellent customer service is provided.

The TOC shall operate and oversee the Authority's ETC System at the plaza, ramp, and lane levels. The ETC System includes manual lane terminals (MLT), automatic coin machines (ACM), and ETC. The TOC shall monitor the ETC System to ensure that all lanes are operating properly, promptly report ETC System maintenance issues, and perform some preliminary actions to help correct some ETC System issues. The TOC shall ensure that all lanes required to be open are properly open; reversible lanes are properly changed when required; and all lanes are in the proper collection mode. The TOC shall monitor traffic operations at the plazas and ramps to take appropriate actions.

The TOC shall provide a thorough auditing process to ensure that all revenue, transactions, and monies are properly collected, processed, verified, reconciled, and reported. The TOC shall provide an accurate and timely reporting process.

The TOC shall manage the Toll Facilities, including administrative buildings, plazas, ramps, and all lanes. The TOC shall oversee security at Toll Facilities, provide janitorial services for all Toll Facilities, and provide any other services required to ensure the proper completion of the requirements in this Scope of Services.

The TOC is responsible for 100% of the contractual requirements and shall perform a minimum of 60% of the work with its own forces. Subcontractors shall be financially capable of handling the cost of doing business, and shall have the expertise to perform the work assigned. However, if the subcontractors cannot perform the work assigned then the TOC shall ensure that the job is performed and completed properly. The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the TOC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other contractors or Authority staff. The Authority also reserves the right to add personnel to the Contract, depending on circumstances and staffing requirements.

1.1.2 Personnel

It is the Authority's intent to minimize any adverse employment impacts to the current contractor's full-time employees as a result of implementing this Contract. To that end, the TOC shall give first right of refusal to the current contractor's full-time employees having a performance rating of "Satisfactory" or better. It is not the Authority's intent to require the TOC to keep personnel indefinitely if they are not performing as expected. The TOC shall be required to keep employees who are eligible and have indicated a desire to continue working, for a minimum of 60 days. There are approximately 340 toll collectors, supervisors, and plaza managers under the existing contract. Approximately 40 percent are full-time employees.

The Authority expects the TOC to provide compensation that will be at a level to promote the hiring and retention of quality personnel. The current wage levels for toll collection classifications are provided in the reference documents and are to be considered the minimum wage levels for those classifications. Reference Document No 1.

1.1.3 Authority's ETC System

The Authority's current ETC System has been in operation since 1994 and includes 14 mainline plazas and 64 ramp plazas on 109 centerline miles of highway, which includes S.R. 408 (East-West Expressway); S.R. 417 (Central Florida GreeneWay); S.R. 528 (Beach Line Expressway); S.R. 429 (Daniel Webster Western Beltway); S.R. 414 (John Land Apopka Expressway); S.R. 451 and SR 551 (the Goldenrod Road Extension).

The ETC System is fully integrated and includes three modes of collection:

- Electronic Toll Collection (ETC) or Automatic Vehicle Identification (AVI),
- Automatic Coin Machines (ACM), and
- Manual Lane Terminals (MLT).

E-PASS® is the registered trademark name for the Authority's ETC System. The ETC System has many mixed lane configurations. The ETC System currently consists of 307 toll-equipped lanes plus equipment used for training (Operations), E-PASS transponder testing (Customer Service Center), and equipment testing (Maintenance Facility). There are currently 72 MLT lanes, 100 ACM lanes, 75 dedicated ETC lanes, and 60 ORT lanes. The Violation Enforcement System (VES) equipment is located in all lanes. See the Reference Documents for a listing of equipment, software applications, and locations.

The main communication link is the Fiber Optic Network (FON). Each lane has a lane controller that controls the sensing equipment in the lane, processes transaction data, generates equipment alarms, and sends reports to the appropriate plaza computer. The plaza computer, in turn, reports to the host computer located at the Authority's headquarters. The lane controller also communicates with the host computer in real-time to update E-PASS customer accounts.

1.2 PROGRAM MANAGEMENT AND ADMINISTRATION

1.2.1 Program Management and Administration Plan

The TOC shall provide a Program Management and Administration Plan showing the organization of the project and office staff, and identifying all functional areas, the key personnel in all the functional areas, and a detailed Staffing Plan. The Staffing Plan shall identify all positions, personnel, and functions to be filled at the TOC Operations Office. These plans shall be updated annually, at a minimum, or whenever changes occur.

1.2.2 TOC Operations Office

The TOC shall furnish and maintain a TOC Operations Office. This office is currently located at the Authority's Operations and Administration Building (Headquarters). There will be no leasing charge to the TOC for the space allocated to them in the Authority's Headquarters, however the TOC will be required to execute a Zero-Dollar Lease Agreement with the Authority. All business performed in the Authority's Headquarters by the TOC shall be solely in connection with the operations of the Authority's toll facilities. The Authority will provide approximately 6,700 square feet. The Authority reserves the right at its discretion to request the TOC to relocate its Operations Office from the Authority's building. If the Authority were to make such a request the Authority would negotiate with the TOC on reimbursement and billing of any additional cost incurred by the TOC.

1.2.2.1 Location

The TOC Operations Office shall be located at the Authority's Headquarters.

1.2.2.2 Office Site Plan

A plan is not required at this time, but may be required if the TOC is asked to move its Operations Office from the Authority's Headquarters.

1.2.2.3 Furniture and Equipment

The TOC shall provide all office furnishings and equipment required for this Contract not provided by the Authority. All furnishings and equipment provided by the TOC for the Contract will be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. The exception to this would be any equipment which is under lease. The Authority will provide the application software, "TRIMS" and access rights to the ETC System network. TRIMS software, in conjunction with the appropriate TOC workstations and network access, provides "intelligent" terminal access to the Authority's ETC System network. This software, through the workstations and the available ETC System applications, provides on-line, user-defined functional access to host and plaza system-level functions (i.e., report generation, monitoring of traffic, collector and lane activity monitoring, system real-time monitors, e-mail, and system maintenance functions). The current contractor has PC workstations with TRIMS installed. These include the Audit staff, Operations Manager, Program Manager, etc.

1.2.2.4 Training Facility

The training facility is provided by the Authority at the Authority's Headquarters along with the necessary equipment to simulate toll transactions. The TOC is responsible for all other materials and equipment to facilitate training.

1.2.3 Vehicles

1.2.3.1 Vehicles

The TOC shall furnish and maintain all vehicles necessary to support the Contract. All vehicles shall be owned or leased, operated, and maintained in good working order by the TOC. All insurance and licensing shall be provided by the TOC. The vehicles provided by the TOC for "official use" shall be white with no markings. All vehicles shall be safe and present a clean appearance. Vehicles not meeting these requirements, as determined by the Authority, shall be removed from the project by the TOC.

1.2.3.2 Transportation and Parking

The TOC shall provide transportation for collectors working the ramp toll plazas, or may allow collectors to use their personal vehicles and reimburse

expenses. As a general rule, employees are not allowed to cross dedicated or express E-PASS lanes. Transportation for staff shall be provided by the TOC where ever a condition exists that would require an employee to cross a dedicated or express lane. The TOC shall transport employees from one side of the plaza to the other when going to and from work. No TOC personnel shall park personal vehicles on Authority right-of-way, except at mainline and ramp plazas in designated parking areas, unless specifically approved in writing by the Authority.

1.2.3.3 Vehicle List

The TOC shall provide a detailed listing of all vehicles assigned to the Contract. The vehicle list shall include vehicle make and model, color, description, vehicle identification number, license (tag) number, E-PASS account and transponder identification number, assignment location, and authorized drivers. The TOC shall provide an updated vehicle listing to the Authority whenever the active listing changes.

1.2.4 Security and Safety

1.2.4.1 Security

1. The TOC shall provide security for all toll collection facilities, including the safety and security of employees as well as the physical structures.
2. The TOC shall provide and maintain strict security for all operating funds and collected revenues.
3. The security procedures shall include the installed security/card access system and combination locks at each Authority facility.
4. The combinations of all locks at all plazas shall be changed annually by the TOC.
5. The SOP requires a check of each booth at least once per shift. This requirement includes not only the mainline plazas, but also each ramp plaza. These activities shall be included in the TOC's Operations Plan and pricing.
6. The TOC shall develop additional procedures, as necessary, to include quarterly security inspections. Reports summarizing the security inspection results shall be submitted to the Authority no later than 15 days after the security inspection is completed.
7. The TOC shall make recommendations to the Authority staff regarding security items needing repair and/or recommend improvements to the security of the Authority's facilities.
8. Investigations – The TOC shall conduct and document investigations into incidents of theft and fraud, and activities of a suspicious nature. All investigation reports shall be immediately forwarded to the Authority for

review. The TOC's investigators shall cooperate with Authority representatives and all law enforcement personnel while conducting investigations.

1.2.4.2 Safety

The TOC shall develop, implement, and maintain a Safety Program Plan. The Safety Program Plan shall comply with all applicable state, local, and federal regulations. The Safety Program Plan will include, at a minimum, safety training, safety awareness, and written safety procedures to be followed by TOC personnel. The TOC (and any subcontractor) shall ensure that all work environments conform to the safety and health standards set forth in *Title 29, Code of Federal Regulations*.

1.2.5 Construction Liaison (not required at this time)

When applicable, the Construction Liaison shall attend designated construction-related meetings with the Authority, the Authority's Construction Engineering and Inspection (CEI) consultant and/or contractors. The Construction Liaison shall coordinate with the CEI and the TOC to assist with maintaining operations at toll facilities during construction. The Construction Liaison shall provide input to the CEI with respect to toll operations and toll collection issues that may affect construction activities. It is the Construction Liaison's responsibility to keep plaza managers and the Authority's Director of Toll Operations informed on planning, scheduling, and progress of construction activities that impact the mainline and ramp plazas. The TOC shall provide the Construction Liaison with the tools necessary to adequately perform his/her job.

1.2.6 Emergency Operations Plan

The TOC shall develop, implement, and maintain an Emergency Operations Plan. The TOC shall submit the Emergency Operations Plan to the Authority for review and approval. The TOC shall maintain toll operations during all emergencies, including fire, accident and rescue operations, strike, civil disturbances, natural disasters, and military contingency operations. Toll collection may be suspended when specifically authorized by the Office of the Governor, Florida Department of Transportation (FDOT) Secretary, the Florida Highway Patrol, local police, the Authority's Executive Director or a designee assigned by the Authority's Executive Director.

1.2.7 Customer and Public Relations

1. The TOC shall provide excellent customer service and achieve a high level of customer satisfaction.
2. The TOC shall assist in providing customer relations services for the Authority. The TOC shall provide a personnel customer training program as part of each new employee's orientation process. These services shall address toll-related announcements which, at a minimum, shall include the distribution of information, including circulars and flyers, to toll customers.

3. The TOC shall make no statements, press releases, or publicity releases concerning the Contract or reveal any of the data or other information obtained or furnished according to the Contract, or any particulars of it, during the Contract, without first notifying the Authority and securing its consent in writing. The TOC shall not publish, copyright, or patent any data furnished according to the Contract. Such data or information is the property of the Authority.

1.3 TOLL OPERATIONS

1.3.1 General Requirements – Toll Collection

The TOC shall be responsible for hiring, training, and managing a qualified staff to perform all activities related to the operation and management of the Authority's toll collection facilities. The TOC shall provide, implement, maintain, and manage approved toll collection procedure(s) addressing, at a minimum, the requirements included in the SOPs and as specified herein. The Toll Operations SOP manual contains the current requirements for operating the Authority's toll facilities. When changes are required, the TOC shall submit these change requests to the Authority for review and approval. The TOC shall request updates/changes to the Toll Operations SOP as needed and the Toll Operations SOP shall be updated no less than once a year.

1.3.2 Operations Plan

The TOC's Operations Plan shall detail how superior toll collection operations and management will be accomplished. The Operations Plan shall be updated on an annual basis.

1.3.3 Toll Collection Operations

1. **Toll Collection** - The TOC shall accurately and efficiently collect and account for all transactions and revenues associated with each vehicle using the Authority's facilities. The TOC shall perform these services courteously and, when requested, provide the Authority's customers with information and assistance.
2. **Toll Deposit** - The TOC shall be responsible for preparing all deposit documentation and assuring that all collected funds are verified and deposited daily in the proper accounts, and according to the approved SOP(s).
3. **Toll Audit** - Using existing financial, operational, exception, and unusual occurrence reports, the TOC shall provide a complete and accurate audit of the toll collection and traffic management operation.
4. **Customer Reports** - Reports from customers and other sources concerning accidents and/or incidents shall be verified and reported to the appropriate agencies by the TOC to ensure rapid and efficient dispatch of required services. The TOC shall maintain a complete record and log of all accidents and incidents and shall make them available to the Authority upon request. Content and format shall be subject to the review and approval of the Authority.

5. **Toll Staffing** - Toll collection facilities shall be staffed by the TOC to provide efficient and safe operation while minimizing delay to the customers and traffic congestion in the toll plaza area.
6. **Toll System** - The TOC shall use/operate the Authority's toll collection system according to approved SOPs and user manuals.
7. **Toll Training** - The TOC shall be responsible for training all operators on the operation of all types of collection and processing equipment used by the Authority on its facilities.

1.3.4 Plaza Staff Scheduling

Toll collection personnel shall be staffed so that a minimum of 40 percent of each plaza's regularly scheduled staff shall be full-time employees. These full-time employees shall be scheduled over seven days per week and all shifts. A TOC Supervisor shall be scheduled on duty 24 hours per day, 7 days per week. The Supervisor shall be first-line management for toll collectors. Schedules shall be developed to ensure that the plazas are properly staffed at peak traffic times and all required lanes are open in the proper mode. It is the Authority's intent to reduce customer delay and congestion to the maximum extent possible, consistent with efficient staffing. Reference Document No. 2 shows the initial minimum requirements for lane operating hours and lane usage. Any desired staffing changes will be subject to approval by the Authority.

1.3.5 Deposit Preparation and Verification Procedure

The TOC shall provide, implement, and maintain a *Deposit Preparation and Verification Procedure* within the Toll Operations SOP for the collection and disposition of all revenues collected. The Authority reserves the right to review preparation of deposits and supervisor verification at any time.

1.3.6 Discrepancy Operations Reporting Procedure

The TOC shall provide, implement, and maintain a *Discrepancy Operations Reporting Procedure* as part of the Toll Operations SOP. The procedure shall be used to report unusual circumstances. This includes estimates of revenue lost due to theft, banking errors, or loss from any other reason, and/or procedures violations.

1.3.7 Toll Collection System

The Authority's Toll Collection System is the primary internal control over revenue collection. It provides complete shift data for every lane no matter what the collection mode. Therefore all transactions can be accounted for and a reliable audit can be performed, unless the system was not working in a particular lane. The Toll Collection System lanes are managed from the mainline plaza computer for those lanes assigned to each plaza. The plaza manager's and supervisor's terminals provide the monitoring devices for the Toll Collection System, and for all lanes reporting to a particular mainline plaza. The terminals provide real-time monitoring of transactions in each lane, and show system maintenance alarms which must be acknowledged by the supervisor. Lanes can be opened and closed remotely at the plaza or on site in the lane. It is of great importance that the TOC understands the Toll Collection System and its capabilities.

1.3.8 Toll Collection System – Monitoring

The TOC is required to monitor the ETC System. As stated above, the real time monitors provide the TOC with the ability to monitor activity in the lanes. The TOC shall make appropriate use of this capability. This includes monitoring and acknowledging maintenance alarms and actual lane activity or inactivity. The Authority is relying on the TOC to be the steward of the ETC System. The TOC shall be especially vigilant in regards to the dedicated and express E-PASS lanes because there is a great potential for lost revenue if the ETC System is not performing properly or is out of service. The TOC is responsible for notifying the System Maintenance Contractor and if appropriate the Authority staff. The TOC has a minimum of a two hour notification window, from the time of the lane failure to the time of reporting the incident. The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. It is expected that these activities shall be reported as soon as the TOC learns of them and, with few exceptions, well within the required time frame.

1.3.9 Plaza and Ramp Collection Mode Configuration and Required Hours of Operations

The Plaza and Ramp Collection Mode Configuration reference document shows the mode of collection for each lane and the hours each lane is required to be open. This reference document also indicates the hours that manual lanes must be operated. It is through this data that the man-hour requirements were developed. Reference Document No. 2 Lane Coverage Requirements.

1.3.10 SOP Manual

The TOC shall operate the Authority's facilities in strict adherence to the approved SOP, approved plans, and according to the terms and conditions described herein. Any deviation from the SOP manual requires Authority approval. The TOC shall provide updates to these documents whenever they change, or at a minimum of once a year. The changes and the manual as a whole shall be submitted to the Authority for approval. The TOC shall provide an Authority-approved SOP. There are provisions and forms that the TOC will have to request to change immediately at Notice to Proceed. These should be addressed in the Mobilization and Transition Plan.

Without limiting the generality of other provisions of this scope with respect to updates and revisions of the SOP Manual, Authority may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by Authority, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the System.

1.3.11 Maintenance of Counting Machines

Counting room bill and coin counting equipment shall be cleaned by the TOC once a week. The TOC shall arrange for a representative from equipment manufacturer (Cummins) to train the TOC personnel responsible for the preventive maintenance procedures. The TOC shall provide all equipment necessary for the preventive maintenance activities. This includes a small portable

vacuum, liquid wax, dust brushes, rags, cleaning solvent, screwdrivers and erasers. It is important to keep these machines clean to ensure that they operate properly.

1.3.12 ACM – Coin Jams & Preliminary Cleaning

Preventative maintenance on the ACM machines is not the responsibility of the TOC and will be performed by the System Maintenance Contractor. However, the TOC shall clear coin jams and provide some preliminary cleaning of the ACMs while clearing coin jams.

1.3.13 Payment of Tolls

The Authority cannot, by law, grant free passage to those using its facilities except for certain cases. Therefore, all vehicles using Authority facilities, with limited special exceptions for emergency and certain official vehicles, are required to pay the applicable toll rate indicated at each plaza pay point. Most toll free vehicles will have a Non-Revenue E-Pass Transponder issued by the Authority or possibly another toll agency. According to Authority policy, any contractor operating and/or maintaining any of the Authority's toll facilities shall be responsible for all tolls for the contractor's vehicles even though the trip is in connection with work for the Authority. The TOC can submit an invoice to the Authority for reimbursement of tolls incurred while performing their duties on an Authority contract.

1.4 AUDIT AND REPORTING

1.4.1 Audit Requirements

The TOC shall make available all facilities, plazas, ramps and the TOC Toll Operations Office, for audits ordered by the Authority whether the audit is conducted by Authority personnel, FDOT, or by the Authority's designated accounting firm. The Authority, or its designated representative, shall have unlimited and unrestricted access to all facilities and applicable operations and maintenance documentation. The Authority reserves the right to bring this service in house. The TOC shall be required to:

1. Develop, implement, and maintain a thorough auditing process to ensure that all revenue, transactions and monies are properly collected, processed, verified, reconciled, and reported.
2. Perform daily audits/counts of change funds, tour funds, deposits, vaults, collector, and lane transactions. These audits shall be documented and retained at each toll collection location and/or at the TOC Operations Office, with copies forwarded to the Authority as required.
3. Account for 100 percent of all transactions processed at each lane in the Toll Collection System. These transactions include cash, ETC/AVI, special events, non-revenue, unusual occurrence, and violations.
4. Exceptions to 100 percent accountability – The TOC shall not be responsible for loss of revenue due to:

- a. Violations if the lane is staffed according to approved staffing schedule;
- b. Equipment malfunction if it has been reported to the System Hardware Maintenance Contractor in a timely manner (within 2 hours);
- c. Equipment failure or malfunction when the Authority has specifically directed that the lane remain open (peak period, in peak direction);
- d. ETC/AVI failure when no alarm was sounded or displayed on the plaza real-time monitor;
- e. Police-directed traffic management;
- f. Missing or malfunctioning lane equipment and/or programming cannot substantiate a reasonably accurate audit
- g. Counterfeit money as long as accepted money-handling practices were followed; and
- h. Robbery as long as approved security procedures were followed.

1.4.2 Audit Criteria:

- 1. Initial variance tolerances will be set at negative or positive 0.5% and \$5.00 for revenue. The variance criteria will be reviewed periodically with the Authority and adjusted as required. (SOP Section 4)
- 2. Initial vault variances exceeding 2 percent revenue will require a full audit review. (SOP Section 4)
- 3. Repay to the Authority all negative discrepancies up to \$100,000 annually. For negative discrepancies above \$100,000 annually, the TOC will repay those amounts in excess of \$10.00 per collector per day, except as referenced above.

1.4.3 Reporting Requirements

All reporting requirements under the Contract shall be processed through the Authority's ETC System and the TOC Operations Office personal computer (PC)-based workstations. These reporting requirements shall include, but not be limited to, all ad hoc, traffic and revenue, collector daily, unusual occurrence, detailed audit, discrepancy, deposit verification, audit, and alarm history reports. All required reports, other than existing Toll Collection System reports, shall be subject to review and approval by the Authority.

- 1. Make available to the Authority, or its designee, all applicable audit documentation immediately upon request.
- 2. Besides daily deposit and audit reports, the TOC shall also provide the Authority with a detailed transaction accountability exception report. This report will identify and explain any transactions not in alignment with the verification and reconciliation process.
- 3. The TOC shall prepare daily a deposit reconciliation report. The TOC shall also provide a weekly and monthly summary report to the Authority. The report shall depict daily activity, applicable financial transaction dates for all plaza activity, the indicated and actual revenue, TOC deposited revenue, and bank counts and receipts.

1.4.3.1 Four main reports are currently delivered to the Authority: (SOP Section 4).

1. The **Transaction Accountability Exception Report** reflects all audited MLT activity (traffic, revenues, adjustments, explanations, violations, and final variance), by plaza by collector by day.
2. The **ACM Vault/Deposit Audit Report** indicates all audited ACM activity (traffic, revenues, violations, explanations, and final variances), by plaza by lane by vault number by day.
3. The **Summary of Traffic and Revenue Report** summarizes the total ACM and MLT traffic and actual revenue, by plaza by day, for each seven-day increment within each month.
4. The **Monthly Transaction and Revenue Report** provides a high-level summarization of all the MLT, ACM, and AVI traffic and revenue, special events, and violation traffic, by plaza by month. The appropriate source documentation to support, explain, and justify the final reporting will accompany this report.

1.4.3.2 Other reports include:

1. Customer's Request for Reimbursement;
2. Deposit Logs (So Authority can balance the bank statements early);
3. Negative Discrepancies;
4. Lost revenue estimate due to Citrus Bowl Events (to be billed to the City); and
5. Various statistical/performance reports, as requested.

1.4.3.3 General requirements for each report developed by the TOC:

1. The report format shall be submitted by the TOC to the Authority for approval prior to being used on the Contract. Examples of reports, with explanations shall be submitted with the proposal.
2. The report period will be established by the Authority. For example, weekly reports will cover the period from Monday to Sunday. Monthly reports will cover from the first to the last day of the month.
3. The due date of the report will be specified by the Authority.
4. Reports are to be submitted in hard and soft copy, formats acceptable to the Authority.
5. The TOC will be specifically informed of who is to receive certain reports. Any report for which a recipient has not specified will automatically be addressed to the Director of Toll Operations. The Authority may at any time add or delete individuals on the distribution list.

1.4.4 Accounting

The TOC shall operate and maintain a cost accounting system and a general ledger accounting system that complies with generally accepted accounting principles. The TOC shall ensure that all documents required for the backup of the data shall be available and provided upon request for review or audit of any section of the TOC.

1.5 HUMAN RESOURCES MANAGEMENT PLAN

The TOC shall develop, implement and manage a Human Resources Management Plan. The draft Human Resources Management Plan submitted by the TOC with the Technical Proposal shall be finalized and submitted to the Authority for review and approval at the time of the Notice to Proceed. The Human Resources Management Plan shall be updated on an annual basis.

1.5.1 Providing Qualified Personnel

The TOC shall provide qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall present how the TOC will provide the qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall also present how the TOC will ensure a stable workforce including both full-time and part-time employees. All TOC employees shall speak fluent English. TOC policies and procedures, to which the TOC staff will be required to adhere, shall be provided to the Authority for review. A staffing report shall be submitted on a monthly basis. This report shall provide the status of the work force, the percentage of required positions filled, the progress and efforts being made in filling the vacant positions, and turnover rates.

1.5.2 Job Descriptions

The Human Resources Management Plan shall provide complete and detailed formal job descriptions for all staff positions on this Contract. This shall include requirements for initial and ongoing training.

1.5.3 Screening Process

The Human Resources Management Plan shall include a screening process for all potential employees assigned to the Contract. This process shall include a drug testing program and a state and national background check to exclude individuals with criminal records or other backgrounds that could jeopardize the Authority's assets and the TOC's ability to properly provide the specified services. The safe and proper handling of Authority revenues and assets by the TOC's personnel shall be the focus of the screening process.

1.5.4 Drug Testing

The TOC shall certify that the personnel it provides are drug-free upon initial assignment to the Contract. The TOC shall re-certify, on an on-going basis, a minimum of 25 percent of its personnel every six months, based on random employee testing. This testing process shall ensure that all employees are retested within a two-year time frame. The TOC shall provide a semi-annual report to the Director of Toll Operations showing employees tested, test results, and the status of the employee population as it relates to re-certification. The Authority reserves the right to request that an employee be tested regardless of certification status.

1.5.5 Personnel Files

The TOC shall, as part of the Human Resources Management Plan, establish and maintain a personnel file on each employee assigned to the Contract. The file shall include a recent photograph and a complete set of the employee's fingerprints. The fingerprints shall be taken by an entity or TOC staff that is trained on proper fingerprinting technique. The Authority reserves the right to review personnel files from time to time at its discretion.

1.5.6 Benefits

The TOC shall provide full-time and part-time employees with competitive salaries and all normal privileges, benefits, and guarantees of employment that are afforded to the firm's existing regular and part-time employees. This includes providing benefits, such as medical coverage, retirement plans, sick leave, vacation pay, and holiday pay. These benefits shall be comparable to those provided to the current work force. The benefits provided under the current contract are detailed in Reference Document No. 3.

1.5.7 Fidelity Bonds

All TOC personnel shall be bonded. All management and supervisory personnel shall be bonded and approved by the Authority. TOC shall provide a commercial blanket Fidelity Bond covering each individual in the minimum amount of \$100,000 to protect the Authority from property losses, including money occasioned by theft, when such losses are identifiable to specific TOC employees. The TOC shall be responsible for promptly filing any claims and reimbursing the Authority to the full extent of the loss. No "deductible amount" of the bond shall apply to reimbursement to the Authority. The Fidelity Bond shall be completed and furnished to the Authority along with the executed Contract. The TOC shall submit a report every six months showing a list of employees and certification that they are all bonded.

1.5.8 Security Policy

The TOC shall develop and submit a Security Policy for review and approval by the Authority. If at any time the Authority puts in place a Security Policy, the TOC shall adopt the policy and adhere to it. The Authority maintains many data files that are considered highly confidential from which negative consequences could ensue should the information be published or otherwise divulged negligently or maliciously. Unauthorized access to these files is, in some cases, a violation of the law.

1.5.9 Appearance

The TOC's employees shall present a neat, clean, and professional appearance with no visible tattoos or body piercing. Women are allowed two earrings per ear. The TOC shall provide uniforms for all Toll Collectors, Supervisors, and Couriers (including part-time). All of these employees shall wear the uniform in a professional manner, including acceptable shoes. The uniforms shall be submitted to the Authority for approval before they are put into use. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

1.5.10 Removal Rights

The Authority reserves the right, at any time and without incurring liability, to require immediate removal from the Contract any TOC employee or subcontractor whom the Authority identifies as a potential threat to the health, safety, security, or general well-being of the Authority's customers, employees, agents, or assets, or whom the Authority determines does not meet the minimum performance requirements of the work.

1.5.11 Authority's Right to Hire

The Authority may hire the TOC's employees at any time, whether during or beyond the term of the Contract. In addition, the TOC agrees not to restrict, or attempt to restrict, the rights of its employees to seek work with subsequent contractors providing the same service to the Authority.

1.5.12 Time Keeping

The TOC shall provide an electronic time keeping system for the purpose of reporting the start times, stop times, hours worked and compensated time off of its personnel that are billed to the Authority.

1.6 TRAINING PLAN

The TOC shall develop, implement, and maintain a detailed Training Plan to ensure all TOC personnel are knowledgeable and competent in all phases of their jobs. The Training Plan shall be in place upon receiving the Notice to Proceed to ensure initial training during the transition period. The Training Plan shall include a new employee orientation program, and a follow-up training program throughout the Contract.

1. The Training Plan shall perform the following functions, at a minimum:
 - a. Provide a complete new employee orientation program that includes an introduction to the Authority.
 - b. Fully train all personnel, including supervisors, to perform all phases of job duties and responsibilities for each job description. Training shall be provided, as appropriate, for all processes and procedures used in the performance of work under the Contract.

- c. Fully train all toll operations personnel in the area of customer service. The Training Plan shall include, at a minimum, geographical and directional instructions (routes and distances to prominent landmarks and points of interest within a 50-mile radius of the Orlando area) and effective communications training.
2. All training materials acquired and/or developed by the TOC for the Contract shall be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. Any special licenses or rights acquired by the TOC for training materials shall be obtained in the name of the Authority. All training records shall be considered the property of the Authority. The Authority reserves the right to attend any TOC training classes. Final training manuals and documentation shall be subject to review and approval by the Authority.
3. The TOC shall submit for review and approval, all training courses and materials to the Authority before training is conducted. The final training course and materials shall be subject to review and approval by the Authority.

1.7 DOCUMENTATION REQUIREMENTS

The TOC shall maintain current and accurate records for all operations work. The records shall be organized and managed by a computerized data and information management system. The TOC shall maintain records in an electronic form easily retrievable and transferable to the Authority. All text documents and records created electronically shall be prepared on an Authority-approved software (Microsoft Word) or e-mail program (using only ASCII/unformatted text). Each page of text shall include a footer, which shall indicate the project, page number, and issue date or latest revision date of the document. All drawings, figures, flowcharts, etc., prepared electronically shall use an Authority-approved version of Excel, Visio or AutoCAD. All records are the property of the Authority and, as such, the Authority has the right to review and retrieve data and records at any time, electronic or hard copy. The TOC shall provide a full explanation of how and what system is going to be used to fulfill this requirement.

1.7.1 Documentation and Tracking Data

Documentation is a crucial element to the long-term reliable operation of the Authority's toll facilities. The ultimate role of documentation is to capture the knowledge accumulated by individuals working for the Authority and to transmit that knowledge to the next generation of people responsible for on-going Authority operations. Within that context, all information that might be useful for training the next generation of people shall be collected and reduced to a written form so that future expenses and operational difficulties are minimized. The current SOP is a prime example of this type of effort.

1.7.2 Correspondence - General

Written, hardcopy correspondence between the TOC and the Authority shall be used for all issues involving schedule, budget, technical approval, design reviews, contractual matters, and any other issue requiring formal documentation. A verbal approval shall be followed by a written approval to be obtained within one (1) business day.

1.7.3 Correspondence – Detail

All correspondence shall include the Contract name and identifying number assigned by the Authority. All correspondence shall have the date of creation and the name and signature of the correspondence author. One (1) hardcopy of all written correspondence shall be filed and accessible to the Authority on request. All correspondence shall be prepared with Microsoft Word and an electronic copy of all correspondence shall be maintained and archived. E-mail may be used for routine communication between the TOC's employees, Authority staff, and other consultants and contractors. Matters listed previously that require written correspondence will not be approved based upon e-mail. All e-mail that deals with any issues requiring written correspondence shall be archived.

1.8 PERFORMANCE

1.8.1 Employee Performance Incentive Plan Requirements

The Authority and the TOC agree that it is in the best interests of both parties to design and implement an Employee Incentive Plan to motivate employees to provide a high-level of customer service. It is this agreement that allows for an equitable means of allocating payments to the TOC to allow its full-time employees to receive an incentive to provide the highest quality customer service. The TOC shall disburse all incentive payments to the fulltime employees, except to the extent that the funds shall be withheld for FICA, income tax, insurance, other benefits, or for other standard payroll taxes or deductions. Payments received by the TOC from the Authority for the Employee Incentive Plan shall not exceed \$150,000 annually. Approval by the Authority's Director of Toll Operations of any incentive plan is required prior to initiation.

1.8.2 Contract Performance Incentive Program

The Authority is open to developing a viable Contract Performance Incentive Program to improve operational efficiencies. The Authority will entertain discussions with the TOC on implementing a Contract Performance Incentive Program based on future operational efficiencies.

1.9 LIQUIDATED DAMAGES

1.9.1 System-Related Monitoring and Reporting Requirements – Actual Damages

The TOC is responsible for monitoring the ETC System which includes maintenance alarms and actual lane activity. When revenue is lost due to equipment failure (whether it involves manual collections, ACMs, AVI, or VES) and cannot be recovered from customers, the TOC shall be responsible for these lost revenues when:

1. The TOC has received an ETC System maintenance alarm and does not respond by notifying the maintenance contractor and/or the designated Authority staff member, within the specified time periods;
2. It is determined that the TOC failed to recognize problems in the lanes that should have been detected, as determined by the Authority; or
3. It is determined that the equipment failure or malfunction is a result of the TOC's negligence.

The Authority reserves the right to estimate the amount of lost revenue and invoice the TOC for that amount. The exception to this provision would be catastrophic events, as determined by the Authority.

1.9.2 System-Related Monitoring and Notification Requirements – Liquidated Damages

If the TOC has not fulfilled its notification requirements, and it has resulted in lost revenue, and actual damages cannot be determined, the Authority has the option of assessing Liquidated Damages for the TOC's failure to meet the monitoring and notification requirements. The response times, as specified in Section 1.3.8 of the Scope, are two hours from the time of System failure. Liquidated Damages will be applied at the following rates:

Response Time: Two (2) hours from the time of occurrence.

Hourly Charge per lane when response time is exceeded: *The average revenue per hour for the time frame and collection point in question.*

The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. The Authority will advise the TOC in writing of its intent to assess liquidated damages within 5 days of becoming aware of the occurrence and any delay. The time frame for measurement of response time will be determined through an analysis of available ETC System data and events surrounding the incident. Partial hours may be treated as whole hours at the discretion of the Authority, and liquidated damages amounts may be withheld from payments.

1.9.3 Performance Requirements – Liquidated Damages

If the Authority determines that the TOC is not meeting the performance requirements for any provision, the Authority will notify the TOC in writing, and the TOC will have two weeks to correct the level of performance cited to the appropriate standard. The TOC, in response to the written notification, shall provide an explanation of why the problem is occurring, and a plan for correcting it. If the TOC is unable to achieve the required level of performance, the Authority will have the right to assess liquidated damages retroactive to the date of notification at the rate of \$200 per day, per criteria not achieved until the standard is met.

1.9.4 Reporting Requirements – Liquidated Damages

If the Authority determines that the TOC has failed to provide a required report, the Authority will notify the TOC in writing, and the TOC shall have two working days to provide the required report, containing the required information, in the fully completed, required, acceptable format.

The Authority will have the option of assessing liquidated damages at the rate of \$200 per day, per report from the date the report is due to the date it is received

1.10 MISCELLANEOUS PROVISIONS

1.10.1 Coordination with Other Contractors

There are several other contractors working with the Authority on the ETC System. Some of these are directly related to the work being done by the TOC and some are not, but it is imperative that the TOC cooperate and coordinate activities where appropriate to ensure smooth operation. Examples of other contractors are: Toll System Maintenance Contractor, Customer Service Center Operator, fiber optic network maintenance, security maintenance, software maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the Toll System Hardware or Software Maintenance Contractor and/or the Installation Contractor for new construction or modifications. The TOC shall take whatever steps are deemed necessary by the Authority to accommodate this requirement.

1.10.2 Work Limitations

The TOC will be limited in the type of work activities that may be conducted. In general, the TOC shall not make physical modifications to the Authority's facilities. Some examples of this would be: modifications to the toll islands, structural modifications, certain electrical wiring, and cuts in the pavement (without a work order form the Authority specifically ordering the work). Running conduits and cables through the toll plaza tunnels or existing openings is allowed. Pre-approval by the Authority or the Authority's designated representatives is required for all facilities-related work. If physical, structural, or electrical modifications are requested of the TOC to accommodate the ETC System, the Authority will provide a specific work order, which describes the work to be done. The TOC shall provide acceptable detailed sketches, engineering drawings, and descriptions of the requested modifications required for proper installation.

1.10.3 E-PASS Related Programs and Activities

- The Authority and the Greater Orlando Airport Authority (GOAA) have a program where E-PASS is supported as a payment method for airport parking. The Customer Service Center (CSC) will provide the primary customer service support for this activity.
- Currently, the Authority supports interoperability with the following; Florida Turnpike Enterprise's SunPass[®] program, Lee County's Leeway program, North Carolina Turnpike's Quick Pass program and Georgia's State Road Toll Authority's Peach Pass program. While these agencies have their own CSCs, E-PASS customers who use these facilities may contact the E-PASS CSC with questions.

1.10.4 Upcoming Projects

The following is a list of proposed up-coming projects which are included in the Authority's Five Year Work Plan. These are presented for informational purposes only and the dates

included are estimated. The Authority has not committed to either the completion of the projects or to the dates shown.

- SR 429 Schofield Road – (2) 2 – Lane Ramps Plazas, 2015
- SR 528 Airport Plaza Demo/Widening – Removal of Mainline plaza and the addition of (4) 2 – Lane Ramps, 2016
- Innovation Way Interchange – (2) 2 - Lane Ramp Plazas, 2016
- Wekiva Parkway – This roadway will be an all-electronic (AET) roadway, 2016

1.10.5 Equipment Changes:

In addition to the above projects, the Authority is currently in the process of replacing/upgrading various components of its toll collection system. These upgrades primarily focus on in lane hardware and software along with the violation processing system.

1.11 JANITORIAL SERVICES

The TOC shall perform janitorial services in a manner that ensures the facilities specified below (including ramps) are maintained in an attractive, clean, and sanitary manner.

1.11.1 Name and Location of Mainline Toll Facilities

1. Beach Line Airport Plaza – SR 528
2. Beach Line Main Plaza – SR 528
3. University Plaza – SR 417
4. Curry Ford Plaza – SR 417
5. Boggy Creek Plaza – SR 417
6. John Young Plaza – SR 417
7. Dean Plaza – SR 408
8. Conway East Plaza – SR408
9. Conway West Plaza – SR 408
10. Hiawassee Plaza – SR 408
11. Forest Lake Plaza – SR 429
12. Independence Plaza – SR 429
13. Coral Hills Plaza – SR 414
14. Dallas Plaza – SR 528
15. Goldenrod Road Extension – SR 551

1.11.2 General Requirements

1. The TOC shall furnish all labor, materials, consumable supplies (including toilet tissue, hand towels, and hand soap), equipment, and tools necessary to perform all stated duties in an efficient and workmanlike manner. The services shall be performed for all mainline plazas and ramps. Mainline plazas shall be serviced on a daily basis whereas unmanned ramps shall be serviced monthly unless circumstances warrant immediate attention. The services shall be performed between the hours of 6:00 a.m., and 11:00 p.m., 7 days per week, or as approved by the Director of Toll Operations or his authorized representative.
2. The TOC shall keep a daily log of all routine maintenance operations performed by the janitorial personnel and make available to the Authority upon request.
3. The TOC shall submit, upon request by the Authority, a list of all materials to be used in providing the cleaning service. The Authority may approve or disapprove any product prior to commencement of service.
 - a. The floor finish shall be non-staining and shall provide a high degree of slip protection.
 - b. No cleaners shall be harmful to the surface to which they are applied.
 - c. Dust mop treatment materials, which leave an oily residue, shall not be used.
4. The TOC shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.
5. Dumpsters at the mainline plazas shall not be used for disposal of old fluorescent bulbs. The TOC shall be responsible for proper disposal of bulbs in accordance with environmental regulations.

1.11.3 Daily Work Cycle – Specific Requirements

- Clean glass in all entrance doors, inside and out.
- Shake interior/exterior mats and clean surrounding area.
- Vacuum carpeted areas and spot clean as needed.
- Dust mop uncarpeted areas with chemically treated mop.
- Empty wastebaskets, trash receptacles (replace liners where needed).
- Clean and sanitize water fountains.
- Clean and sanitize restroom sinks, commodes, urinals, counters, mirrors, and tile floors. Remove fingerprints, as needed. Clean dispensers and replenish paper towels, toilet tissue, sanitary napkins, and soap.
- Clean sinks, wipe counters, tables, chairs, trash receptacle, microwave (inside and outside), and refrigerator (outside only) in break room.
- Dust chairs and tables in reception area.
- Check lights. Replace burned-out lights, as necessary, using long-life rough service bulbs.

- Lanes – Sweep and blow down lanes. Pick-up trash on total concrete area, including under and around attenuators.
- Booths – Vacuum and mop, wipe counters, and empty trash.
- Empty outside trash barrels.
- All other tasks consistent with janitorial services.

1.11.4 Weekly Inside Work Cycle – Specific Requirements

- Vacuum, wet mop, and wax all floors.
- Clean windows and wash all countertops.
- Clean windowsills and shoe moldings.
- Remove cobwebs from walls, corners, and ceilings.
- Clean air conditioner vents.
- Vacuum tunnel floor at mainline plazas.
- Clean walls and ceilings of all tollbooths.
- Clean all ductwork and vents in plaza tunnels.

1.11.5 Weekly Outside Work Cycle – Specific Requirements

- Pick-up trash on grounds (i.e. parking lot, adjacent to building, and side walks).
- Clean booth air conditioning filters and vents.
- Vacuum stairway from tunnel to booth.
- Sweep or blow parking lot.

1.11.6 Monthly Work Cycle – Specific Requirements

- Vacuum under furniture and in corners.
- Wax all floors (Full strip & wax annually).
- Dust furniture, desks, chairs (including lags and spreaders), files, business equipment, etc.
- Spot clean painted surfaces.
- Clean exterior doorjamb, frames, and transoms in all entrances.
- Clean tile walls in bathrooms and Formica partitions.
- Clean inside walls.
- Clean outside storage areas.
- Clean all window blinds.
- Clean light panels in ceilings.

1.11.7 Quarterly Work Cycle – Specific Requirements

- Wash windows, inside and out.
- Wash painted walls and woodwork.
- Vacuum upholstered furniture.
- Clean picture frames and glass.
- Wash Naugahyde or plastic-covered furniture.

1.11.8 Semi-Annual Work Cycle – Specific Requirements

TOC shall clean carpeting twice per year (shampoo, steam clean, or dry chemical clean).

2 QUALITY MANAGEMENT AND QUALITY ASSURANCE

The TOC shall develop, implement, and maintain a Quality Management and Quality Assurance Plan.

2.1 QUALITY MANAGEMENT

2.1.1 Quality Policy

This policy shall reflect a commitment to achieve the highest standards of customer satisfaction and performance of the procedures necessary to provide toll operations services, while maintaining good organizational relationships with the Authority, FDOT, and law enforcement personnel. This policy shall include an organizational mission statement and/or managerial philosophy, along with goals and objectives linked to the quality management and assurance.

2.1.2 Quality Management/Quality Assurance

Identify all procedures/processes and include quality standards of behavior where appropriate. Acceptable tolerance/limitations shall be identified for each process/procedure. Methods of assuring compliance, such as inspection, monitoring, and audit review shall be identified with time frames noted.

2.1.3 Quality Assurance (QA)

QA shall include procedures to determine that quality control is being, or has been, performed effectively and appropriately. It shall include such activities as planned inspections necessary to ensure optimum toll collection, accounting verifications and audits, administration, toll plaza management, and TOC operations office management. Frequency of QA activities shall be noted, along with any appropriate minimum standards, showing the need for additional action if these are not met.

2.1.4 Quality Control (QC)

QC shall include prescribed procedures by which work products are reviewed and brought into compliance, where necessary, to conform with professional standards, contractual obligations, and commitments to the Authority. This includes activities to identify and eliminate causes of unsatisfactory performance and meet the goals and objectives of operational activities included as part of the Quality Policy.

2.1.5 Customer Satisfaction

2.1.5.1 Complaint Resolution

Customer complaints shall be received and handled by the TOC. Complaints received at the plazas shall be logged in with the date and time, and name and address of the customer. An attempt shall be made to resolve the complaint at the plaza with TOC staff or escalated to TOC management. If complaint

resolution is unsuccessful, the customer shall be politely referred to the Authority.

2.1.5.2 Customer Satisfaction Survey

The Authority will conduct periodic surveys at its discretion according to appropriate survey research methods. The TOC shall help in the development, distribution, collection, and analysis of the surveys. The survey will include questions concerning satisfaction with those aspects of toll operations that are most visible to the customer. These may include topics such as the degree of friendliness and courtesy shown by collectors, the attention paid to unique problems/difficulties faced by the customer, delays while traveling through toll plazas, cleanliness/overall appearance of facilities, and preference of traveling through toll facilities compared with alternate routes.

2.1.6 Employee Performance Assessment and Evaluation

The SOP shall contain a set of policies and procedures that creates a method to evaluate the performance of all employees. This method shall identify the evaluation process, including factors such as frequency of formal evaluation, the rating scale or criteria used to decide levels of performance, and the process by which employees are counseled regarding performance improvement.

2.2 CONTRACT PERFORMANCE MONITORING

1. The Authority will review the performance of the TOC's operations.
2. The SOP, coupled with the operations criteria, provide the standardization and performance levels necessary to ensure the Authority's effective development, administration, coordination, operation, and management.
3. The Authority expects the TOC to exceed minimum performance standards and equates that level of performance with a "Satisfactory" performance. The TOC shall strive to attain the highest standards of excellence in executing its responsibilities under the Contract as measured against performance standards consistent with best available practices. The TOC shall develop standards of excellence and have a strong, ongoing self-assessment program to measure progress against the standards. The TOC will receive favorable ratings for identifying "a better way" and for developing and implementing cost savings ideas and quality performance standards.

3 MOBILIZATION AND TRANSITION PLAN

The draft Mobilization and Transition Plan submitted by the TOC with the Technical Proposal shall be finalized for resubmittal to the Authority for review and approval immediately upon receipt by the TOC the Notice to Proceed.

3.1 MOBILIZATION

It is the Authority's intent that the TOC shall transition with the current contractor over no more than a two (2) month period covering May through June 2015. The TOC shall also use this time for project mobilization and start-up activities. The TOC shall provide a fully equipped office, a qualified staff, all necessary equipment and supplies, and maintain all documentation, forms and manuals necessary for the operation of the Authority's toll facilities and toll collection system.

3.2 TRANSITION

Smooth continuity of services is critical during the transition period from the current TOC to the new TOC. The Mobilization and Transition Plan submitted with the Technical Proposal shall be finalized and submitted to the Authority for review and approval immediately upon Notice to Proceed. The plan shall describe, in detail, the TOC's methodology and approach to carrying out and coordinating the transition of personnel and equipment. The plan shall include a Staffing Plan for both Administrative and Toll Collection Personnel. The plan shall address maintaining unobstructed traffic flow, normal and peak hour toll collection staffing, audit and control of toll transactions and revenues, and coordination. The plan shall include procedures to ensure that responsibility for reports, documentation, records and operating procedures is properly transferred from the current contractor to the TOC without degradation or interruption of services.

3.3 PLAZA TRANSITION STAFFING PLAN

Not later than 14 days before assumption of each toll collections plaza, the TOC shall submit the following hiring plan documents, developed in accordance with the Contract, to the Authority for review and approval:

1. Hiring Plan for Eligible Current Contractor Full-Time Employees – After reviewing the list and files (provided by current Contractor) of full-time employees eligible for first right of refusal, the TOC shall submit its hiring plan for these employees, including the first date of employment.
2. Hiring Plan for Other Toll Collection Employees – The TOC shall submit a hiring plan for toll positions required beyond those filled by current Contractor's full-time employees. The list shall include additional full-time and all part-time employees.
3. Summary of Hiring Plan – The TOC shall submit a hiring plan for the total number of full-time and part-time toll collection positions and the total number of toll plaza managerial and supervisory positions for each plaza.

3.4 PROPERTY AND EQUIPMENT INVENTORIES

Not later than seven days before assumption of each toll collections plaza operations and operations at the Authority's Headquarters, the TOC, Authority, and current contractor will jointly inventory all Authority owned property at each plaza and associated ramp locations. Any discrepancies shall be reported to the Authority in writing. A property inventory report shall be submitted. The preliminary version of the report shall be submitted with each phase and a final

report, including all plazas, shall be submitted with the last plaza. The report shall be maintained current and shall be reissued annually, or as directed by the Authority. The property inventory report(s) shall contain a list of all relevant property items by Authority inventory number. All property and equipment purchased for this project will remain the property of the Authority at the end of the contract.

3.5 UNIFORMS

3.5.1 General

The TOC shall provide all toll collection uniforms. All employees required to meet with the public in a toll collection capacity shall be properly uniformed. These staff positions shall include, at a minimum: toll collectors, toll collection supervisors, and toll collection couriers. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

3.5.2 Uniform Design

The current contractor has recently signed a contract to provide uniforms. The contract has provisions for the new TOC to assume the uniform contract. The TOC shall assume the uniform contract and use it for providing the required uniforms. Pricing will be provided with the pricing sheets.

3.6 END OF CONTRACT TRANSITION

1. The TOC acknowledges that the services under the Contract are vital to the Authority and must be continued without interruption and that, upon Contract expiration or termination, a successor (either the Authority or another contractor) may continue them. The TOC agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
2. The TOC shall, upon the Authority's written notice, furnish transition services during the last 90 days of the Contract. The TOC shall also negotiate in good faith with the successor a plan describing the nature and extent of transition services required. The training program and a date for transferring responsibilities for each division of work shall be subject to Authority approval. The TOC shall provide sufficient experienced personnel during the transition period to ensure that the services called for by the Contract are maintained at the required level of proficiency.
3. The TOC shall allow as many personnel as necessary, in the judgment of the Authority, to remain on the job to help the successor maintain the continuity and consistency of the services required by the Contract. The TOC shall also make available to the Authority for use by the successor all necessary personnel records, as it pertains to performance and training, and shall allow the successor to conduct on-site interviews with these employees. The TOC shall release those employees to be hired by the successor at a mutually agreeable date.

4. The TOC shall be reimbursed for all reasonable and applicable costs (i.e., costs that the TOC might incur after Contract expiration) that result from operations transition and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the Contract.


End of Scope of Services

**CONSENT AGENDA ITEM
#35**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 30, 2022

SUBJECT: Approval of Contract Award to A-to-Be USA LLC for
Visitor Toll Pass (VTP) Kiosks
Project No. 599-570, Contract No. 001940

Request for Proposals (RFP) from qualified firms to provide Visitor Toll Pass (VTP) Kiosks was advertised on July 31, 2022. One (1) response was received by the August 30, 2022 deadline. The firm was A-to-Be USA LLC. As required by the Procurement Procedures Manual, the Director of Procurement met with the Director of Service Strategy to review options when less than three proposals are received. After discussion and consideration, it was decided to rebid the contract.

The contract was re-advertised on September 18, 2022. One response was received by the October 18, 2022 deadline. The firm was A-to-Be USA LLC. Again, the Director of Procurement met with the Director of Service Strategy to review options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee shortlisted A-to-Be USA LLC. A recommendation to accept the Evaluation Committee's decision was submitted to the Executive Director who accepted the recommendation. An interview was held on October 31, 2022, after which the price proposal was opened.


The result is shown below:

<u>Proposer</u>	<u>Total Price</u>
A-to-Be USA LLC	\$1,043,600.00

The work to be performed includes manufacturing Visitor Toll Pass kiosks.

Board award of the contract to A-to-Be USA LLC in the amount of \$1,043,600.00 for a three year term with two one-year renewals is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by: 

David Wynne
Director of Toll Operations




Jim Greer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Laura Kelley
Executive Director

FROM: Aneth Williams 
Director of Procurement

DATE: October 31, 2022

SUBJECT: Recommendation of Evaluation Committee
Visitor Toll Pass (VTP) Kiosk
Contract No. 001940R

On August 30, 2022, one response to the Request for Proposal (RFP) for Visitor Toll Pass (VTP) Kiosk was received from A-To-Be USA LLC. As required by the Procurement Procedures, I met with the Chief of Technology & Operations and the Director of Service Strategy to review options when less than three responses are received. It was decided to rebid the project. On October 18, 2022, one response was received from A-To-Be USA LLC whose qualifications have been verified. This time it was decided to proceed with the procurement process. Notification of the solicitation was submitted to 454 vendors and was also advertised in the Orlando Sentinel; 66 vendors downloaded the solicitation.

After the decision to move forward was made, the Evaluation Committee (consisting of David Wynne, Steve Dyson, Leon Okopski, and Angela Melton) was provided with a copy of the RFP and the A-To-Be USA LLC proposal. On October 24, 2022, the Committee met and unanimously agreed to shortlist A-To-Be USA LLC.

Your acceptance or rejection of the Committee's recommendation is requested.

Accept ~~Committee Recommendation~~ Reject Committee Recommendation



Laura Kelley, Executive Director

If rejected, reason(s) for rejection: _____

RFP-001940R Evaluation Committee – October 24, 2022 Minutes

Evaluation Committee for **Visitor Toll Pass (VTP) Kiosks, Contract No. 001940R** held a duly noticed meeting on Monday, October 24, 2022, starting at 1:00 p.m. in the Pelican Conference Room at the CFX Administration Bldg., Orlando, Florida.

Committee Members:

Dave Wynne, Director of Toll Operations
Steve Dyson, Manager of Software Development
Leon Okopski, Manager of IT Infrastructure
Angela Melton, Director of Public Outreach and Communications

Other Attendees:

Brad Osterhaus, Sr. Procurement/QC Administrator
Tom Chully, Director of Service Strategy

Evaluation Portion:

Mr. Osterhaus began the meeting with introductions of the Committee members, collection of the disclosure forms, and explained that today's meeting was to decide if A-to-Be USA LLC should be shortlisted and opened the floor for discussion.

Evaluation Portion:

The Committee members agreed that A-to-Be USA LLC would be shortlisted. Interviews will be held virtually on October 31, 2022.

There being no further business to come before the Committee, the meeting was adjourned at 1:30 p.m. These minutes are the official minutes of the Evaluation Committee meeting for RFP-001940R held Monday, October 24, 2022.

Submitted by:



Bradley Osterhaus, Sr. Procurement/QC Administrator

On behalf of the Evaluation Committee these minutes have been review and approved by:



Dave Wynne
Director of Toll Operations

CONTRACT

The logo for the Central Florida Expressway Authority is centered on the page. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a serif font. The word "EXPRESSWAY" is highlighted in orange, while the other words are in black. The logo is framed by two thick orange horizontal bars, one above and one below the text.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

AND

A-TO-BE USA LLC

**VISITOR TOLL PASS (VTP) KIOSKS
CONTRACT NO. 001940**

**CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: \$1,043,600.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE
FORM**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT
DISCLOSURE FORM**

VISITOR TOLL PASS (VTP) KIOSKS

CONTRACT NO. 001940

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 19
Exhibit "A" Scope of Services Attachment 1 - VTP hangtag transponders Attachment 2 - Vending Machine API	
Exhibit "B" Method of Compensation	
Exhibit "C" Contractor Technical Proposal	
Exhibit "D" Contractor Price Proposal	
Exhibit "E" Potential Conflict Disclosure Form	

CONTRACT

This Contract is made this 8th day of December 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and A-TO-BE USA LLC, a Foreign Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 1062 N. Garfield Street, Lombard, IL 60148, hereinafter “the CONTRACTOR.”

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Visitor Toll Pass (VTP) Kiosks Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about September 19, 2022, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of one qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit “A”** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The “Initial Contract Term” shall commence from the date indicated in the Notice to Proceed from CFX, hereinafter “Initial Production Term” and continue through the “Initial Service Term”.

The term for the production, delivery, testing, and acceptance of the 1st Visitor Toll Pass (VTP) Kiosk shall commence from the date indicated in the Notice to Proceed from CFX, hereinafter “Initial Production Term.” The initial production term shall be completed by March 31, 2023.

The term for the production, delivery, testing, and acceptance of the 2nd through 7th Visitor Toll Pass (VTP) Kiosks shall commence from the date indicated in the Notice to Proceed from CFX, hereinafter “Final Production Term.” The final production term shall be completed by September 29, 2023.

The initial service term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from CFX, hereinafter “Initial Service Term.” At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX’s needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR’s material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit “B”** and incorporated by reference as though set forth fully herein.

3.2 The not to exceed Contract Amount for the Initial Contract Term is \$1,043,600.00 as defined in the Price Proposal attached hereto as **Exhibit “C”** and Technical Proposal attached hereto as **Exhibit “D”** incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR’s performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) “Proposal Records” shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term “fee” shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX’s Code of Ethics. CONTRACTOR acknowledges that it has read the CFX’s Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX’s Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX’s Code of Ethics, CONTRACTOR agrees to complete CFX’s Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit “C.”**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any “material interest” (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”). Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX’s contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such

businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Each shall carry a rating of at least "B+" (Good) as defined by A.M. Best and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 **Commercial General Liability** having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 **Business Automobile Liability** (for bodily injury, death, and property damage) If the performance of services includes any use of motor vehicles, having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability (if applicable), (b) be primary insurance, (c) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (d) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit

CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to

the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

CFX, without waiving any limits or limitations established by Section 768.28, Florida Statutes, agrees that contractor's liability for indemnification shall be no more than up to three times the amount of the Contract price, including any punitive, consequential or indirect damages that may be awarded.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

Henrique Cordeiro, Account Manager

Rui Dias, Lead Designer/Architect

José Mocito, Support Leader

Ana Sílvia Santos, Project Manager

and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances.

Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

None

Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFXs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The

Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR’s employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR’s employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR’s employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women’s business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX’s interpretation of the Contract.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief of Technology and Operations

CONTRACTOR: A-TO-BE USA LLC
Attn: Henrique Sengo Cordeiro, VP Sales US
1062 N. Garfield Street
Lombard, IL 60148

A-TO-BE USA LLC
Attn: Douglas Chastain, CSO USA
1062 N. Garfield Street
Lombard, IL 60148

32. EXHIBITS

This Contract references the exhibits listed below.

- Exhibit "A" Scope of Services
 - Attachment 1 - VTP hangtag transponders
 - Attachment 2 - Vending Machine API
- Exhibit "B" Method of Compensation
- Exhibit "C" Price Proposal
- Exhibit "D" Technical Proposal
- Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 08, 2022.

ACCEPTED AND AGREED TO BY:

A-TO-BE USA LLC

By: _____

Title

ATTEST: _____(Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

EXHIBIT "A" – SCOPE OF SERVICES

**SCOPE OF SERVICES
TOLL OPERATIONS
VISITOR TOLL PASS (VTP) KIOSK
CONTRACT NO. 001940**

1.0 DESCRIPTION

Vendor shall provide seven (7) kiosks that will dispense CFX's Visitor Toll Pass (VTP) hangtag transponders at the Orlando International Airport (the Airport). CFX will be responsible for working with the Greater Orlando Aviation Authority (GOAA), the governmental entity that operates Orlando International Airport, to ensure floor space is available for each of the VTP kiosks.

2.0 GENERAL OBLIGATIONS

- 2.1 AUTOMATION** – The Vendor shall be able to dispense VTP hangtag transponders (**Attachment 1**) through their VTP kiosk and a CFX-created and maintained phone application. The Vendor's VTP kiosk shall be fully automated.
- 2.2 OPERATION** – The Vendor's VTP kiosk shall be capable of dispensing hangtag transponders 24 hours/day, seven days/week.
- 2.3 TERM** – See Contract, Section 2.
- 2.4 FABRICATION/IMPROVEMENTS** – The successful Bidder shall provide and install all equipment necessary to operate secure VTP kiosks at the Airport. All VTP kiosks shall be new and shall be compatible with the quality of finishes of comparable equipment (concessions vending machines, ATMs, etc.) used throughout the Airport. In addition, the successful Bidder shall be required to submit to CFX (and then CFX to GOAA), all electrical work, if any, to be performed in accordance with the GOAA's Electrical Standards. The Airport supports a large population of the public moving to and from ground transportation and airplanes which require more sophisticated controls for mechanical systems and more attention to mechanical, electrical and fire protection operation than elsewhere. The construction environment at the Airport is more controlled with more restricted access for contractors and materials due to Airport operations and security concerns.
- 2.5 AMERICANS WITH DISABILITIES ACT** – The successful Bidder shall be responsible, at its cost, for ensuring that VTP kiosks conform in all respects to the requirements of the Americans with Disabilities Act (the "ADA"), including without limitation, the accessibility guidelines.

3.0 HARDWARE REQUIREMENTS

3.1 KIOSK STRUCTURAL

3.1.1 TYPE – The VTP kiosks shall be free-standing devices and shall not adhere to walls. Per 2.5, Vendor shall ensure that VTP kiosks adhere to all ADA accessibility requirements.

3.1.2 DIMENSIONS – VTP kiosks will be deployed in multiple locations inside of the Airport. Vendor shall determine the appropriate size of each kiosk to ensure each device is large enough to be visible by the traveling public.

3.1.3 ENCLOSURE – VTP kiosks shall meet the standards established by the National Electrical Manufacturers Association (NEMA) for a 2 rating [minimum]. NEMA 2: Indoor-use enclosures that restrict worker access to hazardous components, and protect the equipment stored inside against the ingress of solid foreign contaminants and dripping or lightly splashing liquids.

VTP kiosks shall include locking mechanism to ensure the kiosk is secure.

3.1.4 DROP DOOR– VTP kiosks shall include a transparent door to allow customers to visually see that a VTP hangtag transponder has been dispensed. Another type of dispensing mechanism clearly visible to the customer is also acceptable.

3.1.5 VIDEO DISPLAY – VTP kiosks shall have digital displays with the following minimum characteristics:

- Minimum 27” monitor/screen
- Touch screen
- 1920 x 1080 resolution
- Portrait orientation

3.1.6 SCANNER – VTP kiosks shall each integrate an external Quick Response (QR) code scanner into each kiosk's structure. The external QR code scanner shall be customer-facing and must be intuitive for customers to hold their smartphone in proximity to access the VTP mobile application's QR code. VTP hangtag transponders are distributed by the VTP kiosk once a customer's QR code is recognized by the scanner (see Attachment 2 for a description).

3.1.7 POWER – VTP kiosks shall use a three-prong electrical plug that consists of a minimum 10-foot cord. Vendor shall make power cord retractable or provide ability to wrap around a spindle on interior or exterior of VTP kiosk.

VTP kiosks shall include a uninterruptible power supply (UPS) device to keep the VTP kiosk running for at least 10-minutes if incoming power is disrupted. CFX will be responsible for power and civil/conduit work with GOAA.

3.1.8 VENTILATION – VTP kiosks shall ensure that the inside of VTP kiosk enclosures maintain a suitable operating temperature.

3.1.9 RETURN BOX – VTP kiosks shall include a secured (locked) compartment that allows customers to return their VTP hangtag transponders upon trip completion. Vendors shall restrict the opening to the compartment to the size of the VTP hangtag transponder.

The drop box attached to a VTP hangtag kiosk is not the primary return location. The inclusion of a drop box on each VTP hangtag kiosk is to facilitate additional capacity and not to replace the current, larger drop boxes as customers may return to the machine rather than the designated drop boxes. The return box at a VTP kiosk shall accommodate up to 200 VTP hangtags.

3.1.10 CASTERS – VTP kiosks shall include casters that allow for mobility and leveling of the device. Casters must include locking mechanisms.

3.2 KIOSK TECHNOLOGY

3.2.1 CENTRAL PROCESSING UNIT (CPU) – Each VTP kiosk’s CPU shall be configured so that CFX has the ability to reboot remotely, as necessary. The Vendor shall specify the details of their CPU in their RFP response.

3.2.2 OPERATING SYSTEM (OS) – CFX is operating system-agnostic. The Vendor shall specify the details of the OS their VTP kiosks will run in their RFP response. The Vendor shall detail their method (or long-term servicing channel) for delivering updates to VTP kiosks.

3.2.3 SOURCE CODE – The Vendor and CFX agree the Vendor retains intellectual property for their core source code for the general operation of their kiosk system. The Vendor and CFX agree that any custom code created by the Vendor to interact with CFX’s VTP kiosk APIs (**Attachment 2**) and the subsequent dispensing of VTP hangtag transponders shall be owned by CFX upon the receipt, test, deployment and payment for by CFX of the seven (7) VTP kiosks. Should the Vendor cease to exist (i.e., bankruptcy, etc.), CFX must have the ability to continue operations of VTP kiosks without disruptions.

CFX may be willing to grant the Vendor a license back for using the intellectual property in other projects. This topic can be negotiated with the successful Vendor.

CFX is not amendable to using a third-party escrow agent to retain the VTP kiosk hangtag source code.

3.2.4 MOBILE & WiFi NETWORKING – VTP kiosks shall have the ability to access 4G at a minimum . Additional networking ethernet or WiFi is optional. The responsibility for acquiring and paying for service from a provider shall reside with CFX.

3.2.5 REPORTING – CFX shall have the ability to access data from VTP kiosks via Application Programming Interfaces (APIs) or the Vendor shall provide a comparable reporting solution.

3.2.6 KEYBOARD – The Vendor shall provide an internal keyboard inside each VTP machine, or suitable method, to provide on-site support.

3.3 KIOSK INVENTORY

3.3.1 QUANTITY – CFX seeks to maximize the number of VTP hangtag transponders that each VTP kiosk retains in stock. Each VTP kiosk shall have the capability to store a minimum of 1,000 VTP hangtag transponders within the VTP kiosk to dispense to customers.

3.3.2 ACCURACY – The Vendor shall ensure that VTP hangtag transponders are dispensed from each VTP kiosk. CFX asks Vendors to attempt to achieve an accuracy of 99.99 (one error for every 1,000 VTP hangtag transponders dispensed). Vendors shall propose an alternative accuracy percentage if 99.99 is not realistic.

CFX will provide day-to-day oversight of the VTP hangtag kiosks, including the condition of VTP hangtags. CFX will work with the successful Vendor to maintain the quality of VTP hangtags dispensed.

Images of VTP hangtag examples that CFX will return to inventory are included in (Attachment 1) to this scope. CFX will not return VTP hangtags to inventory that contain any or the following characteristics: warped, torn, peeling, damaged barcode and/or visible signs of wear.

3.4 KIOSK MARKETING

3.4.1 BRANDING – CFX shall provide the Vendor with graphics to wrap each VTP kiosk.

4.0 SERVICE REQUIREMENTS

4.1 EQUIPMENT

4.1.1 **TYPE** – Vendor shall provide seven (7) new VTP kiosks.

4.1.2 **KIOSK DELIVERY** – Deployment of VTP kiosks shall be an iterative process conducted as follows:

- A. The Vendor shall provide one (1) VTP kiosk to CFX for within ninety (90) calendar days from the time CFX provides the Vendor with a signed Notice to Proceed (NTP).
- B. The one (1) VTP kiosk shall be shipped FOB Destination by the Vendor to CFX Headquarters at 4974 ORL Tower Road, Orlando, Florida 32807.
- C. CFX shall test the one (1) VTP kiosk for up to 30 calendar days once the VTP kiosk arrives at CFX Headquarters.
- D. The Vendor shall work with CFX to modify (hardware and/or software) of the one (1) VTP kiosk based on results from CFX tests.
- E. Once CFX deems testing of the one (1) VTP kiosk successful and complete, CFX shall provide the Vendor with notice to manufacture the remaining six (6) VTP kiosks identical (in both hardware and software) to the one (1) approved VTP kiosk.
- F. The Vendor shall ship FOB Destination each of the remaining six (6) VTP kiosks as they are completed to CFX Headquarters at 4974 ORL Tower Road, Orlando, Florida 32807. CFX shall receive each of the remaining six (6) VTP kiosks by September 29, 2023. Upon successful testing and acceptance of the remaining six (6) VTP kiosks, CFX will install six (6) VTP kiosks at the Orlando International Airport (2 each inside terminals A, B and C). One (1) VTP kiosk shall remain located at HQ for test/development needs.
- G. CFX shall provide a third Notice to Proceed for the services outlined in sections 4.1.3, 4.1.4, and 4.2 to commence concurrently with the installation of the six (6) VTP kiosks at the Orlando International Airport as outlined in section 4.1.2.F. above.

4.1.3 **ON-CALL SERVICE** – VTP kiosks are located at the Orlando International Airport where customers arrive at all hours of a day. Vendor shall provide CFX with various types of support for the VTP kiosks.

- 4.1.3.1 **Online/Telephone Technical Support** – CFX aspires to have Vendor provide support to CFX from 7AM Eastern through 11:59 PM Eastern, seven days per week, 365 days per year. Vendors shall propose an alternative is not realistic.

4.1.3.2 On-Site Technical Support – Vendor shall provide on-site support at the Orlando International Airport within 24 hours after CFX deems the on-site support necessary. This shall occur only after the Online/Telephone Technical Support (4.1.3.1) resources have been exhausted. (Use of a sub-contractor for on-site support is an option upon CFX approval.)

ON-SITE HARDWARE MAINTENANCE – Vendor will service all VTP kiosks as often as is necessary to keep all VTP kiosks in good working order. Vendor will maintain a program of regular preventive maintenance and replacement of worn, damaged or malfunctioning components of all VTP kiosks. Replacement components will be of a type and condition at least equal to the type and condition of components being replaced. CFX to perform on-site hardware maintenance, with training and support from Vendor. On-site hardware maintenance activities will be time and materials based via a change order between CFX and Vendor.

4.2 SOFTWARE UPGRADES

4.2.1 TESTING – Vendor shall ensure any system upgrades to VTP kiosks are thoroughly tested. Vendor shall provide all Vendor-tested system upgrades to CFX prior to being deployed for production. CFX will verify a system upgrade on a VTP kiosk located at CFX Headquarters. Vendor shall not deploy VTP kiosk system upgrades to production until approved by CFX.

4.2.2 NOTICE – Vendor shall coordinate information to customers to ensure advance notice of maintenance/system upgrades. Vendor shall provide customers notice at least five (5) days of upcoming maintenance/system upgrades.

5.0 WARRANTY

5.1 STANDARD ONE-YEAR WARRANTY:

The vendor shall warrant the kiosks to be free from defects in workmanship and materials, under normal use and conditions, for a period of one (1) year for the original service commencement date. Shipping and handling fees are to be paid for by the vendor. The vendor agrees, at its option during the warranty period, to repair the defect in material or workmanship or to replace with a new kiosk of equal value in exchange without charge (no fee for shipping, handling, packing, return postage, will be incurred by the customer). Such repair or replacement is subject to verification of the defect or malfunction.

Attachment 1 - VTP hangtag transponders

Attachment 2 - Vending Machine API


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#36**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 18, 2022

SUBJECT: Approval of Purchase Order to Temple, Inc. for
SpeedLane Pro Sensors for the Traffic Monitoring Station Replacement Project
Project No. 599-564

Board approval is requested to issue a purchase order to Temple, Inc. in the amount of \$496,512.00 for seventy-two SpeedLane Pro sensors. These devices will replace the current detection radars which are no longer being serviced or repaired by the manufacturer.

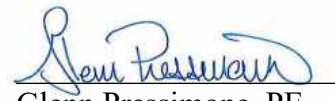
Temple, Inc. has been designated as a sole source provider for these devices.

This purchase is included in the Five-Year Work Plan.

Reviewed by:



Bryan Homayouni, PE
Director of Intelligent Transportation Systems



Glenn Pressimone, PE



702 Julie Rivers Drive; Sugar Land, TX 77478, USA
Phone/Fax: +1 888-602-3111
<http://www.houston-radar.com>

December 2, 2020

To Whom It May Concern:

Please accept this letter as formal notice that Temple Inc. is the sole authorized reseller of Houston Radar, LLC's SpeedLane Pro product in the State of Florida.

Please contact your Temple Inc. representative for assistance with pricing, availability and technical assistance:

Ian Cardozo
Temple Inc.
941-650-6824
ian.cardozo@temple-inc.com

Please feel free to contact Houston Radar directly for any technical or service questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Casey Inoue". The signature is fluid and cursive, with the first name being more prominent.

Casey Inoue
Houston Radar, LLC

E.

Reports

E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: November 28, 2022 *MC*

RE: October 2022 Financial Reports

Attached please find the October 2022 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING OCTOBER 31, 2022 AND YEAR-TO-DATE**

	FY 23 MONTH ACTUAL	FY 23 MONTH BUDGET	FY 23 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE BUDGET	FY 23 YEAR-TO-DATE VARIANCE	FY 23 YEAR-TO-DATE % VARIANCE	FY 22 - 23 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS*	\$ 31,898,151	\$ 49,745,270	\$ 188,005,050	\$ 197,037,905	\$ (9,032,855)	-4.6%	-5.8%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	656,336	575,107	1,986,093	1,588,593	397,500	25.0%	29.0%
TRANSPONDER SALES	161,116	163,060	783,756	655,548	128,208	19.6%	12.4%
OTHER OPERATING	176,701	146,465	605,944	448,361	157,583	35.1%	19.9%
INTEREST	762,279	196,840	1,832,149	787,359	1,044,790	132.7%	313.0%
MISCELLANEOUS	76,176	67,085	281,310	268,341	12,969	4.8%	2.4%
TOTAL REVENUES	\$ 33,730,760	\$ 50,893,828	\$ 193,494,303	\$ 200,786,108	\$ (7,291,805)	-3.6%	-4.7%
O M & A EXPENSES							
OPERATIONS	\$ 6,895,628	\$ 6,862,142	\$ 21,460,609	\$ 22,626,913	\$ 1,166,305	5.2%	19.2%
MAINTENANCE	1,916,550	2,040,763	3,734,737	4,035,354	300,617	7.4%	33.4%
ADMINISTRATION	866,111	964,108	3,009,377	3,266,933	257,556	7.9%	25.6%
OTHER OPERATING	182,457	240,749	203,025	300,936	97,911	32.5%	-32.0%
TOTAL O M & A EXPENSES	\$ 9,860,746	\$ 10,107,762	\$ 28,407,748	\$ 30,230,137	\$ 1,822,388	6.0%	20.9%
NET REVENUES BEFORE DEBT SERVICE	\$ 23,870,014	\$ 40,786,065	\$ 165,086,554	\$ 170,555,971	\$ (5,469,417)	-3.2%	-8.1%
COMBINED NET DEBT SERVICE	\$ 18,227,321	\$ 18,322,446	\$ 73,101,230	\$ 73,289,785	\$ 188,555	0.3%	1.1%
NET REVENUES AFTER DEBT SERVICE	\$ 5,642,692	\$ 22,463,619	\$ 91,985,324	\$ 97,266,186	\$ (5,280,862)	-5.4%	-14.3%

* All plazas had tolls suspended in FY 23 due to Hurricane Ian from 5 PM on 9/27/22 through 6 AM on 10/15/22

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022
FOR THE MONTH ENDING OCTOBER 31, 2022 AND YEAR-TO-DATE**

	<u>FY 2023 ACTUAL</u>	<u>FY 2023 BUDGET</u>	<u>VARIANCE</u>	<u>FY 23 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 21,460,609	\$ 22,626,913	\$ 1,166,305	5.2%
Maintenance	3,734,737	4,035,354	300,617	7.4%
Administration	3,009,377	3,266,933	257,556	7.9%
Other Operating	<u>203,025</u>	<u>300,936</u>	<u>97,911</u>	<u>32.5%</u>
Total O M & A	\$ 28,407,748	\$ 30,230,137	\$ 1,822,388	6.0%
 Capital Expenditures				
Operations	\$ -	\$ 6,667	\$ 6,667	100.0%
Maintenance	-	3,000	3,000	100.0%
Administration	<u>-</u>	<u>5,000</u>	<u>5,000</u>	<u>100.0%</u>
Total Capital Expenditures	\$ -	\$ 14,667	\$ 14,667	100.0%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Four Months Ending October 31, 2022**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	233,676	247,596	13,920	5.62%
Image Review	4,707,087	4,259,884	(447,203)	-10.50%
Special Projects	64,766	74,615	9,849	13.20%
Information Technology	1,423,711	1,842,739	419,028	22.74%
E-PASS Service Center	8,140,391	8,423,672	283,281	3.36%
Business Relations	46,926	53,703	6,778	12.62%
Public Outreach/Education	288,745	362,290	73,544	20.30%
Subtotal CFX	<u>\$14,905,302</u>	<u>\$15,264,499</u>	<u>\$359,196</u>	<u>2.35%</u>
Plazas	6,555,307	7,369,081	813,775	11.04%
Subtotal Toll Facilities	<u>\$6,555,307</u>	<u>\$7,369,081</u>	<u>\$813,775</u>	<u>11.04%</u>
Total Operations Expenses	<u><u>\$21,460,609</u></u>	<u><u>\$22,633,580</u></u>	<u><u>\$1,172,971</u></u>	<u><u>5.18%</u></u>



Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Four Months Ending October 31, 2022

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	817,884	844,759	26,875	3.18%
Traffic Operations	525,945	568,280	42,335	7.45%
Routine Maintenance	2,390,907	2,625,315	234,408	8.93%
Total Maintenance Expenses	<u><u>\$3,734,737</u></u>	<u><u>\$4,038,354</u></u>	<u><u>\$303,617</u></u>	<u><u>7.52%</u></u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Four Months Ending October 31, 2022**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	302,692	306,624	3,933	1.28%
Security	54,966	94,462	39,496	41.81%
525 Magnolia	25,398	21,783	(3,615)	-16.59%
Administrative Services	845,191	860,938	15,748	1.83%
Engineering	28,038	30,183	2,145	7.11%
Legal	208,376	222,839	14,463	6.49%
Accounting	492,538	519,343	26,804	5.16%
Procurement	202,834	212,088	9,254	4.36%
Contracts Compliance	59,953	67,388	7,435	11.03%
Risk Management	255,977	261,016	5,039	1.93%
Records Management	117,540	128,572	11,032	8.58%
Human Resources	101,778	118,544	16,765	14.14%
Supplier Diversity	68,159	77,799	9,641	12.39%
Communications	137,820	232,059	94,239	40.61%
Construction Administration	26,448	31,520	5,071	16.09%
Internal Audit	81,671	86,775	5,104	5.88%
Grand Total Expenses	<u><u>\$3,009,377</u></u>	<u><u>\$3,271,933</u></u>	<u><u>\$262,556</u></u>	<u><u>8.02%</u></u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING OCTOBER 31, 2022 AND YEAR-TO-DATE**

	FY 23 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE BUDGET	FY 23 YEAR-TO-DATE VARIANCE	FY 22 YEAR-TO-DATE ACTUAL	FY 22 YEAR-TO-DATE BUDGET	FY 22 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 188,005,050	\$ 197,037,905	\$ (9,032,855)	\$ 199,680,483	\$ 171,103,388	\$ 28,577,095	\$ (37,609,950)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,986,093	1,588,593	397,500	1,539,456	1,530,387	9,069	388,431
TRANSPONDER SALES	783,756	655,548	128,208	697,427	304,975	392,452	(264,244)
OTHER OPERATING	605,944	448,361	157,583	505,490	404,533	100,957	56,626
INTEREST	1,832,149	787,359	1,044,790	443,635	786,818	(343,183)	1,387,973
MISCELLANEOUS	281,310	268,341	12,969	274,762	253,817	20,945	(7,976)
TOTAL REVENUES	\$ 193,494,303	\$ 200,786,108	\$ (7,291,805)	\$ 203,141,253	\$ 174,383,918	\$ 28,757,335	\$ (36,049,140)
O M & A EXPENSES							
OPERATIONS	\$ 21,460,609	\$ 22,626,913	\$ 1,166,305	\$ 18,006,609	\$ 18,956,908	\$ 950,299	\$ 216,006
MAINTENANCE	3,734,737	4,035,354	300,617	2,799,985	3,091,842	291,857	8,760
ADMINISTRATION	3,009,377	3,266,933	257,556	2,395,819	2,650,868	255,049	2,507
OTHER OPERATING	203,025	300,936	97,911	298,428	333,915	35,487	62,424
TOTAL O M & A EXPENSES	\$ 28,407,748	\$ 30,230,137	\$ 1,822,388	\$ 23,500,841	\$ 25,033,533	\$ 1,532,692	\$ 289,696
NET REVENUES BEFORE DEBT SERVICE	\$ 165,086,554	\$ 170,555,971	\$ (5,469,417)	\$ 179,640,412	\$ 149,350,385	\$ 30,290,027	\$ (35,759,444)
COMBINED NET DEBT SERVICE	\$ 73,101,230	\$ 73,289,785	\$ 188,555	\$ 72,282,706	\$ 72,194,985	\$ 87,721	\$ 100,834
NET REVENUES AFTER DEBT SERVICE	<u>\$ 91,985,324</u>	<u>\$ 97,266,186</u>	<u>\$ (5,280,862)</u>	<u>\$ 107,357,706</u>	<u>\$ 77,155,400</u>	<u>\$ 30,202,306</u>	<u>\$ (35,483,168)</u>

* All plazas had tolls suspended in FY 23 due to Hurricane Ian from 5 PM on 9/27/22 through 6 AM on 10/15/22

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING OCTOBER 31, 2022 AND YEAR-TO-DATE

	<u>FY 23 MONTH ACTUAL</u>	<u>FY 22 MONTH ACTUAL</u>	<u>FY 22 - 23 SAME MONTH COMPARISON</u>	<u>FY 23 YEAR-TO-DATE ACTUAL</u>	<u>FY 22 YEAR-TO-DATE ACTUAL</u>	<u>FY 22 - 23 YEAR-TO-DATE COMPARISON</u>
REVENUES						
TOLLS	\$ 31,898,151	\$ 52,504,702	\$ (20,606,551)	\$ 188,005,050	\$ 199,680,483	\$ (11,675,433)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	656,336	530,717	125,619	1,986,093	1,539,456	446,637
TRANSPONDER SALES	161,116	158,695	2,421	783,756	697,427	86,329
OTHER OPERATING	176,701	142,432	34,269	605,944	505,490	100,454
INTEREST	762,279	38,479	723,800	1,832,149	443,635	1,388,514
MISCELLANEOUS	76,176	64,249	11,927	281,310	274,762	6,548
TOTAL REVENUES	\$ 33,730,760	\$ 53,439,274	\$ (19,708,514)	\$ 193,494,303	\$ 203,141,253	\$ (9,646,950)
O M & A EXPENSES						
OPERATIONS	\$ 6,895,628	\$ 4,914,198	\$ 1,981,430	\$ 21,460,609	\$ 18,006,609	\$ 3,454,000
MAINTENANCE	1,916,550	816,576	1,099,974	3,734,737	2,799,985	934,752
ADMINISTRATION	866,111	563,742	302,369	3,009,377	2,395,819	613,558
OTHER OPERATING	182,457	228,819	(46,362)	203,025	298,428	(95,403)
TOTAL O M & A EXPENSES	\$ 9,860,746	\$ 6,523,335	\$ 3,337,411	\$ 28,407,748	\$ 23,500,841	\$ 4,906,907
NET REVENUES BEFORE DEBT SERVICE	\$ 23,870,014	\$ 46,915,939	\$ (23,045,925)	\$ 165,086,554	\$ 179,640,412	\$ (14,553,858)
COMBINED NET DEBT SERVICE	\$ 18,227,321	\$ 18,048,271	\$ 179,050	\$ 73,101,230	\$ 72,282,706	\$ 818,524
NET REVENUES AFTER DEBT SERVICE	<u>\$ 5,642,692</u>	<u>\$ 28,867,668</u>	<u>\$ (23,224,976)</u>	<u>\$ 91,985,324</u>	<u>\$ 107,357,706</u>	<u>\$ (15,372,382)</u>

* All plazas had tolls suspended in FY 23 due to Hurricane Ian from 5 PM on 9/27/22 through 6 AM on 10/15/22

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E.3.

Executive Director's Report

**THE EXECUTIVE DIRECTOR'S REPORT
WILL BE PROVIDED PRIOR TO THE
BOARD MEETING**

F.

Regular Agenda Items

F. 1.

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

F. 2.

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

F. 3.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL FLORIDA EXPRESSWAY AUTHORITY" in a bold, sans-serif font. "CENTRAL" and "AUTHORITY" are in black, while "FLORIDA" and "EXPRESSWAY" are in orange. The text is flanked by two horizontal orange bars, one above and one below.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

The background of the slide is an aerial photograph of a multi-lane highway interchange. A silver sedan is driving on a curved ramp in the foreground. In the distance, several semi-trucks and other vehicles are visible on the main highway. The area is landscaped with green grass and young trees. The sky is clear and blue.

Michael Carlisle, Director of Accounting and Finance

—December 8, 2022—

FY 2022 FINANCIAL STATEMENTS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Required Auditor Communications
Fiscal Year Ended June 30, 2022

Presented by:
Joel A. Knopp, CPA
Shareholder



Audit Overview



Required Communications

- No significant findings or difficulties encountered
- No corrected or uncorrected misstatements noted
- New accounting standard for leases was implemented
- Management representations were received

Services and Deliverables

- **Auditor's Report on Financial Statements (Pages 1 – 2)**
 - Unmodified Opinion
- **Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 55 – 56)**
 - No internal control findings related to financial reporting and no compliance findings

Services and Deliverables *(cont.)*

- **Auditor's Report on Compliance with Bond Covenants (Page 57)**
 - No compliance findings
- **Accountant's Examination Report on Investment Compliance (Page 58)**
 - No compliance findings
- **Management Letter (Pages 59 – 61)**
 - No management letter comments



Financial Highlights



FLORIDA ROOTS. GLOBAL REACH.

Financial Highlights - Overview

(in thousands)

	Year Ended 6/30/22	Year Ended 6/30/21
Total Assets and Deferred Outflows	\$ 7,050,000	\$ 6,744,000
Total Liabilities and Deferred Inflows	\$ 3,776,000	\$ 3,855,000
Total Net Position	\$ 3,274,000	\$ 2,889,000
Unrestricted Net Position	\$ 704,000	\$ 745,000
Operating Revenue	\$ 613,000	\$ 507,000
Operating Expenses	\$ 156,000	\$ 144,000
Operating Income	\$ 457,000	\$ 363,000
Change in Net Position	\$ 385,000	\$ 228,000
% Increase in Operating Revenue	20.7%	8.6%
% Incr (Decr) in Operating Expense	7.8%	(4.0%)



Financial Highlights - Balance Sheets

(in thousands)

	2022	2021
Unrestricted Assets	\$ 566,000	\$ 609,000
Restricted Assets	527,000	558,000
Capital Assets	5,675,000	5,271,000
Deferred Outflows of Resources	<u>282,000</u>	<u>306,000</u>
Total Assets and Deferred Outflows	<u>\$ 7,050,000</u>	<u>\$ 6,744,000</u>
Revenue Bonds Outstanding	3,368,000	3,469,000
Other Liabilities	391,000	381,000
Deferred Inflows of Resources	<u>17,000</u>	<u>5,000</u>
Total Liabilities and Deferred Inflows	3,776,000	3,855,000
Total Net Position	<u>3,274,000</u>	<u>2,889,000</u>
Total Liabilities, Deferred Inflows, and Net Position	<u>\$ 7,050,000</u>	<u>\$ 6,744,000</u>

Financial Highlights - Operation Overview *(in thousands)*

	2022	2021
Operating Revenues	\$ 613,000	\$ 507,000
Investment and Other Income	<u>71,000</u>	<u>6,000</u>
Total Revenues	<u>684,000</u>	<u>513,000</u>
Operating Expenses	156,000	144,000
Interest Expense	129,000	141,000
Other Expense	<u>14,000</u>	<u>-</u>
Total Expenses	<u>299,000</u>	<u>285,000</u>
Change in Net Position	385,000	228,000
Net Position, Beginning of Year	<u>2,889,000</u>	<u>2,661,000</u>
Net Position, End of Year	<u>\$ 3,274,000</u>	<u>\$ 2,889,000</u>
Debt Service Ratio	2.50	2.03

Recommended Motion

Acceptance of Fiscal Year 2022 Financial Statements.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**Financial Statements and
Supplementary Information**

For Years Ended June 30, 2022 and 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Table of Contents

	<u>Page</u>
Independent Auditor's Report.....	1 - 3
Management's Discussion and Analysis.....	4 - 11
BASIC FINANCIAL STATEMENTS	
Balance Sheets.....	12 - 13
Statements of Revenues, Expenses and Changes in Net Position.....	14
Statements of Cash Flows.....	15 - 16
Notes to Financial Statements.....	17 - 50
REQUIRED SUPPLEMENTARY INFORMATION	
Trend Data on Infrastructure Condition.....	51
Schedule of CFX's Proportionate Share of the Net Pension Liability – Florida Retirement System (FRS) and Retiree Health Insurance Subsidy (HIS) Program.....	52
Schedule of CFX Contributions – Florida Retirement System (FRS) and Retiree Health Insurance Subsidy (HIS) Program.....	53
OTHER SUPPLEMENTARY INFORMATION	
Calculation of the Composite Debt Service Ratio, as Defined by the Bond Resolutions and Related Documents.....	54
REPORTS ON COMPLIANCE AND INTERNAL CONTROL	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	55 - 56
Independent Auditor's Report on Compliance with Bond Covenants.....	57
Independent Accountant's Report.....	58
Management Letter.....	59 - 61



INDEPENDENT AUDITOR'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Central Florida Expressway Authority ("CFX") as of and for the years ended June 30, 2022 and 2021, and the related notes to the financial statements, which collectively comprise CFX's basic financial statements, as listed in the table of contents.

In our opinion, based on our audits, the financial statements referred to above present fairly, in all material respects, the financial position of CFX as of June 30, 2022 and 2021, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of CFX, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis-of-Matter

Change in Accounting Principle

As discussed in Note 6 to the financial statements, in the year ended June 30, 2022, CFX adopted the provisions of Government Accounting Standards Board Statement ("GASBS") Number 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CFX's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

To the Members of the
Central Florida Expressway Authority

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of CFX's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about CFX's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, trend data on infrastructure condition information, and pension schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

To the Members of the
Central Florida Expressway Authority

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise CFX's basic financial statements. The calculation of composite debt service ratio, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. This information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 26, 2022, on our consideration of CFX's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control over financial reporting and compliance.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 26, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

As financial management of the Central Florida Expressway Authority (CFX), we offer readers of these financial statements this narrative overview and analysis of the financial activities of CFX for the fiscal years ended June 30, 2022 and 2021. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with the financial statements as a whole.

Financial Highlights

Operating income for CFX was \$457,007,000 (an increase of 15%) and \$363,298,000 (an increase of 15%) for fiscal years 2022 and 2021, respectively. The increase in operating income in fiscal year 2022 and 2021 is primarily due to increases in toll revenue from higher traffic.

Net income produced an increase in net position of \$385,069,000 and \$227,906,000 for fiscal years 2022 and 2021, respectively. The term "net position" refers to the difference of assets and deferred outflows less liabilities and deferred inflows. At the close of fiscal year 2022, CFX had a net position of \$3,273,625,000, an increase of 13% over fiscal year 2021. At the close of fiscal year 2021, CFX had a net position of \$2,888,556,000, an increase of 9% over fiscal year 2020. CFX's overall financial position has improved, as shown by the increase in net position.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to CFX's financial statements, which is comprised of the basic financial statements and the notes to the financial statements, and supplementary information presented. Since CFX is comprised of a single enterprise fund, fund level financial statements are not shown.

Basic financial statements - The basic financial statements are designed to provide readers with a broad overview of CFX's finances, in a manner similar to a private-sector business.

The balance sheets present information on all CFX's assets and deferred outflows and liabilities and deferred inflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial condition of CFX is improving or deteriorating. Net position increases when revenues exceed expenses. Increases to assets without a corresponding increase to liabilities results in increased net position, which indicates an improved financial condition.

The statements of revenues, expenses and changes in net position present information showing how a government's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in these statements for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

Notes to the financial statements - The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents certain *supplementary information* concerning CFX's composite debt service ratio, as defined by the bond resolutions, as well as trend data on infrastructure condition and pension schedules.

Financial Analysis

Net position may serve, over time, as a useful indicator of a government's financial position. In the case of CFX, assets and deferred outflows exceeded liabilities and deferred inflows by \$3,273,625,000 at the close of the most recent fiscal year. This represents an increase of \$385,069,000 (13%) over the previous year, which is attributable to operations. Unrestricted net position decreased from \$744,567,000 on June 30, 2021, to \$703,617,000 on June 30, 2022, a decrease of \$40,950,000 (6%). This decrease was due to CFX spending restricted construction bond funds on qualifying capital plan projects.

By far, the largest portion of CFX's net position reflects its investment in capital assets (e.g., right-of-way, roads, bridges, buildings, toll equipment, etc.), less any related debt used to acquire those assets that is still outstanding. CFX uses these capital assets to provide service and, consequently, these assets are not available for liquidating liabilities or for other spending.

Of the \$5,674,560,000 in capital assets, net of accumulated depreciation, \$39,930,000 represents the roadway, toll plaza and equipment on the Goldenrod Road Extension. This project, which opened to traffic in March 2003, was jointly funded by CFX, the Greater Orlando Aviation Authority, the City of Orlando, Orange County, Florida, and private developers, with CFX serving as the lead agency on the project. The Goldenrod Road Extension extends from the previous terminus of Goldenrod Road at Narcoossee Road south to Cargo Road. This facility intersects SR 528 (Martin B. Andersen Beachline Expressway), east of the Orlando International Airport, at a system interchange. Each partner contributing to this project will be repaid through toll revenues generated by this road. After all operational expenses are met and the partners are reimbursed for their contributions, the toll plaza will be demolished, and the roadway will be transferred to the City of Orlando. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way.

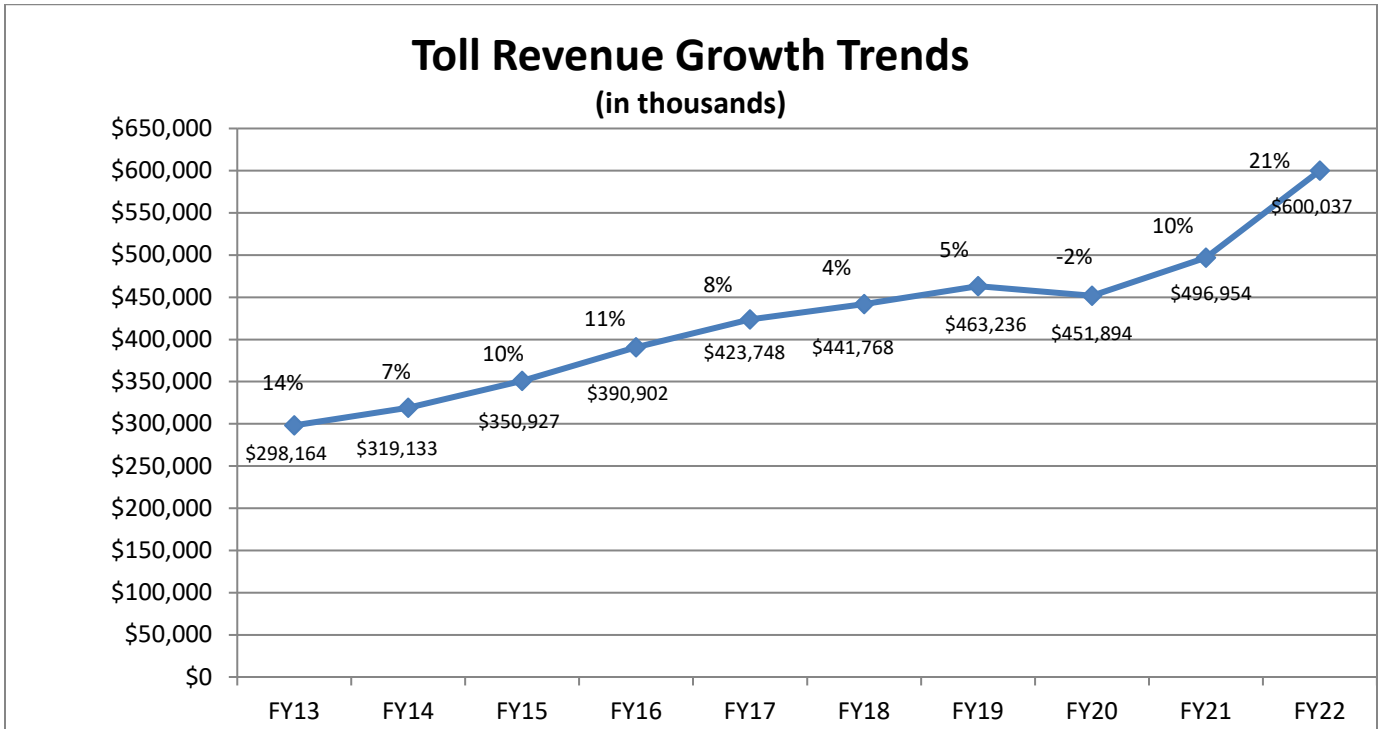
Since the Goldenrod Road Extension is a non-system project, it is accounted for on individual lines in the statements of revenues, expenses and changes in net position, in the non-operating revenues (expenses) section. The toll revenues on this non-system project are not pledged to CFX's bond indebtedness.

Central Florida Expressway Authority's Net Position

	June 30,		
	2022	2021	2020
	(in thousands)		
Current and other assets	\$ 768,629	\$ 799,042	\$ 608,923
Non-current restricted assets	323,842	374,630	563,838
Capital assets	5,674,560	5,271,214	5,101,819
Total assets	<u>6,767,031</u>	<u>6,444,886</u>	<u>6,274,580</u>
Deferred outflows of resources	282,303	306,065	392,764
Total assets and deferred outflows	<u>7,049,334</u>	<u>6,750,951</u>	<u>6,667,344</u>
Current liabilities:			
Payable from unrestricted assets	63,118	57,994	56,176
Payable from restricted assets	207,803	188,927	179,062
Revenue bonds outstanding (net of current portion)	3,279,265	3,389,071	3,325,414
Other long-term liabilities	208,923	214,419	440,336
Total liabilities	<u>3,759,109</u>	<u>3,850,411</u>	<u>4,000,988</u>
Deferred inflows of resources	16,600	11,984	5,706
Total liabilities and deferred inflows	<u>3,775,709</u>	<u>3,862,395</u>	<u>4,006,694</u>
Net position:			
Net investment in capital assets	2,536,055	2,126,023	2,064,051
Restricted	33,953	17,966	29,530
Unrestricted	703,617	744,567	567,069
Total net position	<u>\$ 3,273,625</u>	<u>\$ 2,888,556</u>	<u>\$ 2,660,650</u>

CFX's toll revenues increased 21% and 10% during the fiscal years ended June 30, 2022 and 2021, respectively.

Toll revenue represents approximately 98% of all operating revenues. CFX's toll revenue annual growth rate has averaged 9% over the last 10 years.



Central Florida Expressway Authority's Changes in Net Position

Central Florida Expressway Authority's Changes in Net Position

	Years Ended June 30,		
	2022	2021	2020
	(in thousands)		
Revenues:			
Toll revenues	\$ 600,037	\$ 496,954	\$ 451,894
Transponder sales	2,123	1,396	820
Other operating revenue	10,443	9,262	14,650
Investment income	-	4,142	21,237
Goldenrod Road Extension - net	1,459	1,308	1,491
Other non-operating revenue	874	409	452
Gain on capital assets	-	177.00	-
Capital Contribution	68,855	-	-
Total revenues	<u>683,791</u>	<u>513,648</u>	<u>490,544</u>
Expenses:			
Operations	76,066	65,807	64,937
Maintenance	19,335	18,552	18,022
Administrative	8,386	8,993	8,910
Depreciation	22,522	18,615	15,384
Preservation	21,465	20,929	31,002
Other	7,822	11,418	12,015
Interest expense	129,036	141,428	134,089
Loss on Investments	9,549	-	-
Loss on capital assets	4,541	-	2,434
Total expenses	<u>298,722</u>	<u>285,742</u>	<u>286,793</u>
Change in net position	385,069	227,906	203,751
Net position, beginning of year	<u>2,888,556</u>	<u>2,660,650</u>	<u>2,456,899</u>
Net position, end of year	<u>\$ 3,273,625</u>	<u>\$ 2,888,556</u>	<u>\$ 2,660,650</u>

CFX's Operations, Maintenance and Administration ("OM&A") expenses for fiscal year 2022 increased 11.2% from fiscal year 2021 and ended the year 2.6% under budget. CFX came in under budget primarily due to several roadway maintenance and traffic operations programs that came in under budget, lower interoperable fees than anticipated and unfilled positions.

Transponder sales increased by 52% between fiscal years 2021 and 2022 due to a continued focus on branding and marketing of E-PASS and the release of a new transponder.

Investment income decreased by over \$13 million between fiscal years 2021 and 2022 with CFX ending the year recognizing an unrealized loss in investments of \$9,549,000. It is unlikely CFX will actually realize any losses on the investments, as most of the decreases are due to currently held investments losing value to rapidly rising interest rates at the end of fiscal year 2022.

Other operating revenue consists of various fees that are collected, such as statement fees, Pay By Plate fees and fees received for collecting revenue on behalf of other entities. Other operating revenue decreased by 37% between fiscal years 2020 and 2021 but increased by 13% between fiscal years 2021 and 2022. In fiscal year 2021, CFX replaced its previous Pay By Plate invoice structure, which made the actual toll rate more equitable to CFX's cost to collect but significantly reduced fees. The increase in fiscal year 2022 is due to a rise in fees collected from the court system for uniform traffic citations.

Preservation expense includes such items as resurfacing and restriping. The budgeted amounts are based on projected requirements to keep the roadway in good condition and, therefore, the expenses related to preservation can vary significantly from year to year. Preservation expense decreased 32% in fiscal year 2021 and then increased 3% in fiscal year 2022. Fiscal year 2021's decrease in expense brought it in line with the historical average and fiscal year 2022 stayed very close to that figure. These peaks and valleys should be expected as the system matures and various sections need additional attention.

Other expenses are expenses that were not part of CFX's OM&A budget, but also were not capitalized. These expenses are expected to fluctuate from year to year depending upon the amount spent on non-capitalized projects. Other expenses decreased by 5% between fiscal years 2020 and 2021 and then decreased by 46% between fiscal year 2021 and 2022. Despite the recent decreases, this level of expense is greater than what has been seen historically due to additional program support and a rise in new pilot programs and feasibility studies that are not eligible to be capitalized. Fiscal year 2022 saw this expense line trend back towards what CFX has typically experienced in previous years.

There was a small gain in capital assets in fiscal year 2021 and a loss of about \$4.5 million in 2022. There have been various bridges, signs and toll plaza lanes removed and/or demolished to make way for road widening, extension and interchange projects over the past few fiscal years. There was some accumulated depreciation written off in fiscal year 2021, which resulted in the small gain. The majority of the loss in fiscal year 2022 is attributed to the disposal of old toll equipment that was recently replaced with the toll system upgrade project.

Capital Asset and Debt Administration

Capital Assets - CFX's investment in capital assets amounted to \$5,674,560,000 net of accumulated depreciation as of June 30, 2022, an increase of \$403,346,000 (8%) over that of June 30, 2021. CFX's investment in capital assets amounted to \$5,271,214,000 net of accumulated depreciation as of June 30, 2021, an increase of \$169,395,000 (3%) over that of June 30, 2020. Capital assets include right-of-way, roads, bridges, buildings, equipment and furniture. A schedule of the change in CFX's capital assets is in Note 4 of the financial statements.

Major capital asset events during fiscal year 2022 included the following:

- Completion of the SR 528/SR 436 interchange project.
- Completion of some dynamic message sign upgrades
- SR 429 Widening from the Turnpike to West Road was started
- Several SR 417 widening projects were started.

Modified Approach for Infrastructure Assets - CFX has elected to use the modified approach for infrastructure reporting. This means that, in lieu of reporting depreciation on infrastructure, CFX reports as preservation expense the costs associated with maintaining the existing roadway in good condition. CFX's policy is to maintain the roadway condition at a Maintenance Rating Program rating of 80 or better. The Florida Department of Transportation ("FDOT") annually inspects CFX's roadways and has determined in fiscal year 2022 that all its roadways exceed this standard. Pursuant to its bond covenants, CFX maintains a renewal and replacement fund for these preservation expenditures. For fiscal year 2021, projected expenses for preservation were \$33,064,000 with \$20,929,000 being spent. For fiscal year 2022, projected expenses for preservation were \$39,480,000 with \$21,465,000 being spent. The expenses were lower than projected in fiscal year 2022 due to slower than anticipated start dates on several projects.

Long-term Debt - CFX has outstanding bonds payable of \$3,368,245,000 (net of unamortized bond premiums and discounts) as of June 30, 2022.

During fiscal year 2022, CFX issued \$198,435,000 of fixed rate revenue bonds (Series 2021D) on July 28, 2021, all of which were serial bonds. The purpose of the 2021D series bonds was funding projects in the Five-Year Work Plan.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2022, along with more detailed information on long-term debt activity, can be found in Note 5, Long-Term Debt, which begins on page 33 of the financial statements. Of the approximately \$3.5 billion in outstanding bonds, \$0 are variable rate bonds as CFX was able to eliminate all variable rate bond debt in fiscal year 2021.

CFX's debt service ratio changed to 2.50 for fiscal year 2022 from 2.03 for fiscal year 2021 and 2.02 in fiscal year 2020. Fiscal year 2022 had a considerable increase resulting from an increase in toll revenue. Fiscal year 2021 had a marginal increase resulting from an increase in toll revenue but also an increase in debt service payments.

CFX has a Lease-Purchase Agreement (LPA) with the FDOT whereby the FDOT is required to reimburse CFX for the maintenance and operation costs associated with certain portions of the roadways and toll plazas on CFX's System. During fiscal years 2012 and 2013, FDOT did not reimburse CFX for the operations portion of their obligation because the Governor of Florida exercised his line-item veto authority to remove that line from the state's budget. During fiscal year 2013, CFX and FDOT amended the LPA under which the FDOT agreed to uphold its obligation for operations and maintenance costs provided CFX agrees to repay those funds to the FDOT within 60 days. CFX plans to repay those funds in accordance with its Master Bond Resolution, which permits such payments provided CFX is able to fund its OM&A budget, debt service requirements, required reserve deposits, and renewal and replacement fund requirements. The FDOT reimbursement is taken into consideration when calculating CFX's debt service ratio.

CFX's bond ratings as of June 30, 2022 are as follows:

	<u>Ratings</u>
Standard & Poor's	A+
Moody's	A1
Fitch	A+

Requests for Information

This financial report is designed to provide a general overview of CFX's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL 32807.

BASIC FINANCIAL STATEMENTS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets

Assets and Deferred Outflows of Resources	June 30,	
	2022	2021
	(in thousands)	
Current assets:		
Cash and cash equivalents	\$ 121,150	\$ 321,307
Investments	286,405	232,435
Accrued interest and accounts receivable	62,791	37,559
Prepaid expenses	3,106	3,586
Due from governmental agencies	80,842	8,524
Lease receivable	777	746
Inventory	1,167	1,499
Total current unrestricted assets	556,238	605,656
Current restricted assets:		
Cash and cash equivalents	207,803	188,927
Total current assets	764,041	794,583
Noncurrent assets:		
Lease receivable	5,372	6,149
Prepaid bond insurance	4,588	4,459
Total noncurrent unrestricted assets	9,960	10,608
Noncurrent restricted assets:		
Cash and cash equivalents	112,901	171,147
Investments	205,490	197,270
Accrued interest receivable and prepaid expenses	79	64
Total noncurrent restricted assets	318,470	368,481
Total noncurrent assets before capital assets	328,430	379,089
Capital assets not being depreciated:		
Infrastructure	4,971,253	4,851,847
Construction in progress	513,358	224,079
Capital assets - net of accumulated depreciation:		
Property and equipment	189,949	195,288
Total capital assets - net of accumulated depreciation	5,674,560	5,271,214
Total noncurrent assets	6,002,990	5,650,303
Total assets	6,767,031	6,444,886
Deferred outflow of resources	282,303	306,065
Total assets and deferred outflows of resources	\$ 7,049,334	\$ 6,750,951

See notes to financial statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets (continued)

	June 30,	
	2022	2021
Liabilities, Deferred Inflows of Resources, and Net Position	(in thousands)	
Current liabilities payable from unrestricted assets:		
Accounts payable and accrued liabilities	\$ 20,011	\$ 16,843
Unearned toll revenue	21,988	21,091
Unearned other revenue	13,218	14,790
Current portion of due to governmental agencies	7,901	5,270
Total current liabilities payable from unrestricted assets	63,118	57,994
Current liabilities payable from restricted assets:		
Accounts payable and accrued liabilities	52,703	48,609
Interest payable	66,120	60,208
Current portion of revenue bonds payable	88,980	80,110
Total current liabilities payable from restricted assets	207,803	188,927
Total current liabilities	270,921	246,921
Noncurrent liabilities:		
Revenue bonds payable - less current portion	3,279,265	3,389,071
Due to governmental agencies - less current portion	204,563	202,407
Net pension liability	4,360	12,012
Total noncurrent liabilities	3,488,188	3,603,490
Total liabilities	3,759,109	3,850,411
Deferred inflow of resources	16,600	11,984
Total liabilities and deferred inflows of resources	3,775,709	3,862,395
Net position:		
Net investment in capital assets	2,536,055	2,126,023
Restricted for:		
Operation, maintenance and administrative reserve	13,645	12,552
Renewal and replacement reserve	20,308	5,414
Total restricted net position	33,953	17,966
Unrestricted	703,617	744,567
Total net position	3,273,625	2,888,556
Total liabilities, deferred inflows of resources, and net position	\$ 7,049,334	\$ 6,750,951

See notes to financial statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position

	June 30,	
	2022	2021
	(in thousands)	
Operating revenues:		
Toll revenues	\$ 600,037	\$ 496,954
Transponder sales	2,123	1,396
Fees and other	10,443	9,262
Total operating revenues	612,603	507,612
Operating expenses:		
Operations	76,066	65,807
Maintenance	19,335	18,552
Administrative	8,386	8,993
Depreciation	22,522	18,615
Preservation	21,465	20,929
Other expenses	7,822	11,418
Total operating expenses	155,596	144,314
Operating income	457,007	363,298
Nonoperating revenues (expenses):		
Investment income (loss)	(9,549)	4,142
Gain (loss) on capital assets	(4,541)	177
Other nonoperating	874	409
Goldenrod Road Extension - net	1,459	1,308
Interest expense	(129,036)	(141,428)
Total nonoperating revenues (expenses)	(140,793)	(135,392)
Income before contributions	316,214	227,906
Capital contribution	68,855	-
Change in net position	385,069	227,906
Net position at beginning of year	2,888,556	2,660,650
Net position at end of year	\$ 3,273,625	\$ 2,888,556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows

	June 30,	
	2022	2021
	(in thousands)	
Operating activities:		
Receipts from customers and users	\$ 589,112	\$ 491,228
Payments to suppliers	(121,382)	(117,283)
Payments to employees	(6,994)	(6,406)
	460,736	367,539
Capital and related financing activities:		
Acquisition and construction of capital assets	(426,801)	(182,688)
Proceeds from disposal of capital assets	487	-
Proceeds from issuance of bonds	267,270	965,652
Interest paid on revenue bonds	(146,736)	(152,807)
Payment of principal on revenue bonds	(322,430)	(60,114)
Payment of principal on government advances	(216)	(245)
Payments on interest rate swap terminations	-	(171,167)
Payment of bond issuance expense	-	(5,768)
Refunding payments on bonds	-	(794,231)
	(628,426)	(401,368)
Investing activities:		
Purchase of investments	(731,063)	(424,617)
Proceeds from sales and maturities of investments	655,759	563,982
Interest received	3,467	4,613
	(71,837)	143,978
Net increase (decrease) in cash and cash equivalents	(239,527)	110,149
Cash and cash equivalents at beginning of year	681,381	571,232
Cash and cash equivalents at end of year	\$ 441,854	\$ 681,381
Cash and cash equivalents - unrestricted	\$ 121,150	\$ 321,307
Restricted cash and cash equivalents - current	207,803	188,927
Restricted cash and cash equivalents - noncurrent	112,901	171,147
	\$ 441,854	\$ 681,381

See notes to financial statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows (continued)

	June 30,	
	2022	2021
	(in thousands)	
Reconciliation of operating income to net cash provided by operating activities:		
Income from operations	\$ 457,007	\$ 363,298
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	22,522	18,615
Goldenrod Road Extension and other miscellaneous	2,333	1,706
Changes in assets and liabilities:		
Accounts receivable	(25,149)	(20,766)
Due from governmental agencies	(3,463)	(1,351)
Prepaid expenses	478	114
Lease receivable	746	699
Inventory	332	156
Deferred outflows - pension-related	1,239	(122)
Accounts payable and accrued liabilities	3,168	(1,995)
Due to governmental agencies	5,003	3,595
Unearned toll revenue	897	2,955
Unearned other revenue	(1,572)	(295)
Net pension liability	(7,652)	2,015
Deferred inflows - leases	(867)	(699)
Deferred inflows - pension-related	5,714	(386)
Net cash provided by operating activities	\$ 460,736	\$ 367,539
Noncash investing, capital, and financing activities:		
Increase (decrease) in fair value of investments	\$ (13,114)	\$ (8,231)
Increase (decrease) in fair value of derivative financial instrument	-	\$ (58,955)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 1 - Organization and Summary of Significant Accounting Policies

Reporting Entity - The Central Florida Expressway Authority (CFX) is an agency of the state, created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola and Orange Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the expressway system. The governing board of CFX is made up of ten members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Brevard, Lake, Osceola and Seminole Counties; (b) one member of the Orange County Commission appointed by the mayor of Orange County; (c) three citizens appointed by the Governor; (d) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor. CFX is authorized to issue revenue bonds to finance portions of the System and to execute the refunding of existing revenue bonds.

For financial reporting purposes, CFX is a stand-alone entity; there are no component units included in the accompanying financial statements, and CFX is not considered a component unit of another entity.

Basis of Accounting - CFX prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America for proprietary funds, which are similar to those for private business enterprises. Accordingly, revenues are recorded when earned and expenses are recorded when incurred.

The assets, deferred outflows, liabilities, deferred inflows, and net position of CFX are reported in a self-balancing set of accounts, which include restricted and unrestricted resources, representing funds available for support of CFX's operations. When both restricted and unrestricted resources are available for use, it is CFX's policy to use restricted resources first for their intended purpose, and then unrestricted resources, as they are needed.

Operating Revenues and Expenses - CFX's operating revenues and expenses consist of revenues earned and expenses incurred relating to the operation and maintenance of its System. The Goldenrod Road Extension, which is a project outside the normal course of operations, and all other revenues and expenses are reported as nonoperating revenues and expenses.

Lease-Purchase Agreement - Under the requirements of the Lease-Purchase Agreement between CFX and the FDOT, dated December 23, 1985, as amended and supplemented, CFX is reimbursed by the FDOT for the maintenance costs of SR 528, portions of SR 408, improvements to the Airport Interchange at SR 528 and State Road 436 (Semoran Boulevard), and the cost of operations of the Conway and Pine Hills Plazas. However, the reimbursements received are recorded as advances from the FDOT and are included in due to governmental agencies, since they are to be repaid to the FDOT from future toll revenues after the requirements for retirement of bonds and all other obligations have been met.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

While CFX's position has been that the FDOT's obligations under the Lease-Purchase Agreement were not subject to appropriation, the Governor vetoed the operations component of the reimbursement for fiscal year 2013. CFX entered into a Memorandum of Agreement with FDOT on February 14, 2013 where it was agreed that commencing in fiscal year 2014 the operations and maintenance payments made by the FDOT will be refunded to the FDOT within sixty days of payment.

Cash and Cash Equivalents - For purposes of the statements of cash flows, demand deposit accounts with commercial banks, and cash invested in commercial money market funds (including restricted assets) are considered cash equivalents. For investments that are held separately from the pools, those which are highly liquid (including restricted assets), with an original maturity of 90 days or less when purchased or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates, are considered to be cash equivalents.

Investments - Investments consist of unrestricted and restricted investments, and are carried at fair value, as determined in an active market.

Accounts Receivable - The accrued interest and accounts receivable primarily consists of amounts billed to individuals via one or more Pay by Plate invoices for tolls not paid at the point of System use. This item also includes interest earned but not paid by the end of the fiscal year, or amounts due from individuals or other entities for prepaid items or for services provided. This amount is recorded at the net realizable value; therefore, a provision for doubtful accounts has been made for the estimated amount of uncollectible Pay by Plate invoices based on historical information.

Lease Receivable - CFX recognizes a lease receivable and a deferred inflow of resources at the commencement of the lease term for lease agreements for which CFX is a lessor. The lease receivable is measured at the present value of the lease payments expected to be received during the lease term. The deferred inflow of resources is measured as the value of the lease receivable in addition to any payments received at or before the commencement of the lease term that relate to future periods.

Inventory - Inventory, which consists of E-PASS transponders that will be distributed to customers, is carried at the lower-of-cost or market and is valued using the first-in, first-out (FIFO) method.

Restricted Assets - Restricted assets of CFX represent bond proceeds designated for construction, and other monies required to be restricted for debt service, operations, maintenance, administration, renewal and replacement.

Deferred Outflows / Inflows of Resources - In addition to assets, CFX reports a separate section for deferred outflows of resources on its balance sheets. Deferred outflows of resources represent a consumption of net assets that applies to future periods and will not be recognized as an outflow of resources (expense) until then. CFX has two items that qualify for reporting as deferred outflows of resources.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Deferred Outflows / Inflows of Resources (Continued)

Deferred Outflow on Refunding of Revenue Bonds - The difference between the re-acquisition price and the net carrying amount of refunded bonds is presented on the balance sheets at June 30, 2022 and 2021 as a deferred outflow of resources in the amount of \$278,892,000 and \$301,415,000, respectively, and is amortized as an adjustment to interest expense on a straight-line basis over the life of the refunded bonds or the life of the refunding bonds, whichever is shorter.

Deferred Outflows Related to Pensions - These deferred outflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred outflows related to pensions totaled \$3,411,000 and \$4,650,000 at June 30, 2022 and 2021, respectively, and will be recognized as either pension expense or a reduction in the net pension liability in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

In addition to liabilities, CFX reports a separate section for deferred inflows of resources on its balance sheets. Deferred inflows of resources represent an acquisition of net assets that applies to future periods and will not be recognized as an inflow of resources until then. CFX has three items that qualify for reporting as deferred inflows of resources.

Deferred Inflow on Interest Rate Exchange - During the fiscal year ended June 30, 2007, CFX entered into six mandatory, cash-settled interest rate exchange agreements, the purpose of which was to lock in the interest rate associated with the Series 2007A Bonds. The result of these agreements was an \$8,078,000 net payment to CFX on June 28, 2007, which is presented on the balance sheets at June 30, 2022 and 2021 as a deferred inflow of resources in the amount of \$4,616,000 and \$4,847,000, respectively, and is amortized as an adjustment to interest expense over the life of the bonds.

Deferred Inflows Related to Pensions - These deferred inflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred inflows related to pensions at June 30, 2022 and 2021 totaled \$5,956,000 and \$242,000, respectively, and will be recognized as a reduction to pension expense in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

Deferred Inflows for Leases - During the fiscal year ended June 30, 2022, CFX implemented GASB Statement No. 87, *Leases*, and, recognized a deferred inflow of resources related to a Fiber Optic Conduit Lease Agreement with Sprint Communications Company, L.P. The deferred inflow related to this lease at June 30, 2022 and 2021 totaled \$6,028,000 and \$6,895,000, respectively, and is further discussed in Note 6.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Capital Assets

Cost Basis - Capital assets are recorded at historical cost with the exception of donated capital assets, which are reported at acquisition value. The cost of property and equipment includes costs for infrastructure assets (right-of-way, highways and bridges substructure, and highways and bridges), toll equipment, buildings, toll facilities, other related costs (including software) and furniture and equipment. Highways and bridges substructure includes road sub-base, grading, land clearing, embankments and other related costs. Costs for infrastructure assets include construction costs, design and engineering fees, administrative and general expenses paid from construction monies, and bond interest expense incurred during the period of construction.

Capitalization Policy - Costs to acquire additional capital assets, and to replace existing assets or otherwise prolong their useful lives, are capitalized for toll equipment, buildings, toll facilities, other related costs, and furniture and equipment. Under CFX's policy of accounting for infrastructure assets pursuant to the "modified approach," property costs represent a historical accumulation of costs expended to acquire rights-of-way and to construct, improve and place in operation the various projects and related facilities. It is CFX's policy to capitalize amounts equal to or in excess of \$5,000.

Depreciation Policy - Depreciation of toll equipment, buildings, toll facilities, other related costs, signs, software, and furniture and equipment is computed using the straight-line method with a half-year convention over the estimated useful lives of the assets as follows:

Software	3 years
Furniture and equipment	7 years
Toll equipment	8 years
Signs	20 years
Buildings, toll facilities and other	30 years

Under the modified approach, infrastructure assets are considered to be "indefinite lived" assets; that is, the assets themselves will last indefinitely and are, therefore, not depreciated. Costs related to maintenance, renewal and replacement for these assets are not capitalized, but instead are considered to be period costs and are included in preservation expense.

Construction in Progress - Construction in progress represents costs incurred by CFX for in-process activities designed to expand, replace or extend useful lives of existing property and equipment.

Retainage Payable - Retainage payable represents amounts billed to CFX by contractors/consultants for which payment is not due pursuant to retained percentage provisions in various contracts until performance is accepted by CFX.

Compensated Absences - Accumulated vacation pay, vested sick pay, and other compensation payable to employees is recorded and included in accounts payable and accrued liabilities. The balance of compensated absences had a net increase of \$167,000 from June 30, 2021 to June 30, 2022.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Bond Premium, Discount, and Prepaid Bond Insurance Costs - Bond premium, discount, and prepaid bond insurance costs associated with the issuance of bonds are amortized on a straight-line basis over the life of the bonds, which approximates the effective interest method. Bond premiums and discounts are presented as an addition and a reduction, respectively, of the face amount of revenue bonds payable whereas prepaid bond insurance costs are recorded as assets.

Restricted Net Position - Restricted net position is comprised of amounts reserved for operations, maintenance, administrative expenses and renewals and replacements in accordance with bond covenants.

Pensions - In the balance sheets, net pension liability represents CFX's proportionate share of the net pension liability of the cost-sharing pension plans in which it participates. This proportionate amount represents a share of the present value of projected benefit payments to be provided through the cost-sharing pension plan to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the cost-sharing pension plan's fiduciary net position.

CFX participates in both the Florida Retirement System (FRS) defined benefit pension plan and the Retiree Health Insurance Subsidy Program (HIS) defined benefit pension plan administered by the Florida Division of Retirement (collectively, FRS/HIS).

For purposes of measuring CFX's net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS/HIS and additions to/deductions from FRS/HIS's fiduciary net position have been determined on the same basis as they are reported by FRS/HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Budgets and Budgetary Accounting - CFX abides by the following procedures in establishing budgetary data:

On or before February 1 of each year, CFX completes a review of its financial condition for the purpose of estimating whether the gross revenues, together with series payments, system payments and supplemental payments, if any, for the ensuing fiscal year will be sufficient to provide at least 120% of the annual debt service requirements of the bonds and that gross revenues will be sufficient to pay all other amounts required by the Master Bond Resolution, as amended and restated.

In the event that CFX determines that revenues will not be sufficient to satisfy the above payments, CFX will conduct a study to determine the toll revenue rate increase required to restore the revenue deficiency.

All schedules of toll revenues and revisions thereof are filed with the FDOT.

On or before April 1 of each year, a preliminary budget is prepared for maintenance, operations and administrative expenses for the ensuing fiscal year. The preliminary budget is reviewed by the FDOT and modified, if necessary.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Budgets and Budgetary Accounting (Continued)

On or before July 1 of each year, a final budget of maintenance, operations and administrative expenses is adopted subject to approval by the FDOT.

CFX may adopt an amended or supplemental annual budget for the remainder of a fiscal year subject to approval by the FDOT.

Reclassifications - Certain amounts in the 2021 financial statements have been reclassified to conform to the 2022 classifications.

Note 2 - Deposits and Investments

Cash and Cash Equivalents, and Investment Portfolio

Pursuant to Section 218.415, Florida Statutes, CFX has formally adopted a comprehensive investment policy most recently reviewed on August 12, 2021, which establishes permitted investments, asset allocation limits and issuer limits, credit rating requirements and maturity limits to protect CFX's cash and investment assets. CFX maintains a common cash and investment pool for the use of all funds. In addition, cash and investments are separately held by CFX's bond proceeds/construction, debt service, capitalized interest, and debt service reserve funds.

The following chart outlines the types of permitted investments, credit quality risk rating requirements by security type, the maximum concentration of credit risk by percentage of the total portfolio that may be invested in a single issuer and in total by security type and maturity limits prescribed to mitigate interest rate risk exposure:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life ⁴ for GNMA)	X
GNMA		40%			X
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%			X
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40% ³	N/A	5.50 Years	X
Federal Agency/GSE other than those above		10%			X
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5.50 Years	
Corporates	50% ²	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years	
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years	X
Agency Mortgage-Backed Securities (MBS)	25%	40% ³	N/A	5.50 Years Avg. Life ⁴	
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life ⁴	
Depository Accounts with Qualified Public Depositories	75%	50%	N/A	N/A	X
Non-Negotiable Collateralized Bank Deposits or Savings Accounts	50%	None, if fully collateralized	None, if fully collateralized.	2 Years	X
Commercial Paper (CP)	50% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days	X
Bankers' Acceptances (BAs)	10% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days	X
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year	X
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X
Fixed-Income Mutual Funds and ETFs	25%	10%	N/A	3 Years	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments
Intergovernmental Pools (LGIPs)	50%	25%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)	N/A	
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X

Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

Additionally, investments in any derivative products or the use of reverse repurchase agreements are specifically prohibited, unless permitted in Section XV of CFX's Investment Policy.

Deposits

On June 30, 2022, the carrying amount of CFX's various deposits accounts was \$441,853,739. CFX's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act, as required by Chapter 280, Florida Statutes.

Investments

Concentration of Credit Risk – The following is the percent of any issuer with whom CFX had invested more than 5% of the total portfolio as of June 30, 2022 and 2021:

Issuer	<u>2022</u>	<u>2021</u>
Federal National Mortgage Association	5.90%	8.31%
Federal Home Loan Mortgage Corporation	8.30%	13.75%

Interest Rate Risk - CFX's Investment Policy states that portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. To the extent possible, an attempt will be made to match investment maturities with known cash needs. Investments of current operating funds shall have maturities of no longer than 24 months. Investments of debt obligation reserves, construction funds and other non-operating funds shall have a term appropriate to the need for funds and in accordance with debt covenants. The purchase of investments for core funds with maturities longer than five and a half (5.5) years requires CFX's approval prior to purchase. However, final maximum maturity for any investment is limited to ten (10) years.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 2 - Deposits and Investments (Continued)

CFX uses the distribution of maturities to manage interest rate risk. As of June 30, 2022, 37% of CFX's investments had a maturity of less than 6 months, 17% had a maturity of 6 to 12 months, 25% had a maturity of 1 to 2 years, 14% had a maturity of 2 to 3 years, 4% had a maturity of 3 to 4 years, and 3% had a maturity of over 4 years. As of June 30, 2021, 35% of CFX's investments had a maturity of less than 6 months, 5% had a maturity of 6 to 12 months, 28% had a maturity of 1 to 2 years, 23% had a maturity of 2 to 3 years, 4% had a maturity of 3 to 4 years, and 5% had a maturity of over 4 years.

Total distributions of maturities are as follows:

	As of June 30, 2022					Total
	(in thousands)					
	Less than 6 months	6 - 12 months	1 - 2 years	2 - 3 years	3+ years	
US Treasury Securities	\$ 74,092	\$ 28,923	\$ 43,590	\$ 35,079	\$ -	\$ 181,684
Federal Instruments	1,337	14,503	44,824	919	11,515	73,098
Corporate Note	4,807	22,116	26,272	27,871	4,007	85,073
Commercial Paper	102,310	18,415	-	-	-	120,725
Municipal Bond Note	239	1,633	4,777	260	393	7,302
Corp. Asset Backed Sec.	-	-	3,608	5,674	14,731	24,013
Total	\$ 182,785	\$ 85,590	\$ 123,071	\$ 69,803	\$ 30,646	\$ 491,895

	As of June 30, 2021					Total
	(in thousands)					
	Less than 6 months	6 - 12 months	1 - 2 years	2 - 3 years	3+ years	
US Treasury Securities	\$ 30,392	\$ 2,361	\$ 58,670	\$ 6,704	\$ 2,476	\$ 100,603
Federal Instruments	-	2,463	30,636	49,806	16,112	99,017
Corporate Note	19,430	-	27,581	29,086	4,873	80,970
Commercial Paper	100,868	13,987	-	-	-	114,855
Municipal Bond Note	-	976	2,644	5,923	704	10,247
Corp. Asset Backed Sec.	-	167	1,012	8,290	14,545	24,014
Total	\$ 150,690	\$ 19,954	\$ 120,543	\$ 99,809	\$ 38,710	\$ 429,706

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 2 - Deposits and Investments (Continued)

Credit Risk and Fair Value Measurement - Total CFX deposits and investments are as follows:

	<u>June 30,</u> <u>2022</u>	<u>Fair Value Measurements Using</u> <u>(in thousands)</u>	
		<u>Quoted Prices in</u> <u>Active Markets for</u> <u>Identical Assets</u> <u>or Liabilities</u> <u>(Level 1)</u>	<u>Quoted Prices in</u> <u>Active Markets for</u> <u>Similar Assets</u> <u>or Liabilities</u> <u>(Level 2)</u>
United States Treasury Securities	\$ 181,684	\$ 181,684	
Commercial Paper	120,725	120,725	
Federal Instrumentalities	73,098	73,098	
Money Market Mutual Funds	167,019	167,019	
Municipal Bond Note	7,303	7,303	
Corporate Note	85,073	85,073	
Corporate Asset Backed Securities	24,013	-	\$ 24,013
Total investments by fair value measure	658,915	<u>\$ 634,902</u>	<u>\$ 24,013</u>
Total deposits	<u>274,835</u>		
Total deposits and investments	933,750		
Restricted	<u>526,194</u>		
Unrestricted	<u>\$ 407,556</u>		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 2 - Deposits and Investments (Continued)

	June 30, 2021	Fair Value Measurements Using (in thousands)	
		Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Quoted Prices in Active Markets for Similar Assets or Liabilities (Level 2)
United States Treasury Securities	\$ 100,603	\$ 100,603	
Commercial Paper	114,855	114,855	
Federal Instrumentalities	99,017	99,017	
Money Market Mutual Funds	224,405	224,405	
Municipal Bond Note	10,247	10,247	
Corporate Note	80,970	80,970	
Corporate Asset Backed Securities	24,014	-	\$ 24,014
Total investments by fair value measure	654,111	<u>\$ 630,097</u>	<u>\$ 24,014</u>
Total deposits	<u>456,975</u>		
Total deposits and investments	1,111,086		
Restricted	<u>557,344</u>		
Unrestricted	<u>\$ 553,742</u>		

Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for identical assets or liabilities. Securities classified in Level 2 of the fair value hierarchy are valued using prices quoted in active markets for similar assets or liabilities.

Federal Instrumentalities, and U.S. Government Supported Corporate Debt Notes/Bonds are rated "AA+" by Standard & Poor's. The investments in Municipal Obligations are rated "AA" by Standard & Poor's. The Corporate Notes Standard & Poor's credit ratings are "AAA", "AA+", "AA", "AA-", "A+", and "A". The Commercial Paper is rated "A-1+" and "A-1" by Standard & Poor's. The Florida PRIME and Money Market Mutual Funds are rated "AAAm" by Standard & Poor's.

Custodial Credit Risk - All CFX depositories are members of the State of Florida collateral pool. The State of Florida collateral pool is a multiple, financial institution collateral pool with the ability to make additional assessments to satisfy the claims of governmental entities if any member institution fails. This ability provides protection, which is similar to depository insurance.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 2 - Deposits and Investments (Continued)

CFX's Investment Policy requires execution of a third-party custodial safekeeping agreement for all purchased securities and requires that securities be designated as an asset of CFX.

As of June 30, 2022 and 2021, all of CFX's securities were held in a bank's trust/custodial department in CFX's name.

Restricted Cash and Investments - Cash, cash equivalents and investments restricted in accordance with bond provisions and other agreements are as follows:

	June 30,	
	2022	2021
	(in thousands)	
Reserve funds:		
Operations, maintenance and administrative reserve	\$ 13,645	\$ 12,552
Renewal and replacement reserve	20,308	5,414
Total reserve funds	33,953	17,966
Bond funds:		
Principal and interest accounts	155,391	138,114
Reserve accounts	124,569	128,186
Total bond funds	279,960	266,300
Construction funds:		
2021D construction funds	212,281	273,078
Total construction funds	212,281	273,078
Total restricted cash, cash equivalents and investments	526,194	557,344
Portion related to cash and cash equivalents	320,704	360,073
Portion related to investments	\$ 205,490	\$ 197,271

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 3 - Due From Governmental Agencies

Due from governmental agencies consists of the following:

	June 30,	
	2022	2021
	<i>(in thousands)</i>	
City of Orlando - Tolls Recovered	\$ 2	\$ -
E-ZPass - E-Zpass Customers' use of E-PASS Roads	1,698	1,583
Florida Department of Transportation - Operations and Maintenance Reimbursement	1,113	1,054
Florida Department of Transportation - SunPass Customers' use of E-PASS Roads	5,257	4,594
Lee County - LeeWay Customers' use of E-PASS Roads	5	5
Orange County - Fines/Fees	541	298
Osceola County - CR 534 Reimbursement	68,855	-
Osceola County - CR 532 Widening Reimbursement	3,371	990
	\$ 80,842	\$ 8,524
Less current portion	(80,842)	(8,524)
	\$ -	\$ -

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 4 - Capital Assets

Capital assets are summarized as follows (in thousands):

	June 30, 2021	Additions	Reductions	Transfers	June 30, 2022
Infrastructure (non-depreciable):					
Right-of-way	\$ 992,275	\$ 83	\$ (500)	\$ 8	\$ 991,866
Highways and bridges	3,859,572	611	(3,781)	122,985	3,979,387
Total infrastructure (non-depreciable)	<u>4,851,847</u>	<u>694</u>	<u>(4,281)</u>	<u>122,993</u>	<u>4,971,253</u>
Construction in progress (non-depreciable):					
Right-of-way	902	97,557	-	(8)	98,451
Highways and bridges	206,663	305,889	-	(122,985)	389,567
Buildings and toll facilities	414	2,295	-	-	2,709
Toll equipment	115	691	-	(117)	689
Furniture, equipment and other	15,985	19,659	-	(13,702)	21,942
Total construction in progress (non-depreciable)	<u>224,079</u>	<u>426,091</u>	<u>-</u>	<u>(136,812)</u>	<u>513,358</u>
Property and equipment (depreciable):					
Toll equipment	158,462	2,101	(74,280)	117	86,400
Buildings and toll facilities	167,253	833	-	-	168,086
Furniture, equipment and other	107,854	1,178	(199)	13,702	122,535
Total property and equipment (depreciable)	<u>433,569</u>	<u>4,112</u>	<u>(74,479)</u>	<u>13,819</u>	<u>377,021</u>
Less accumulated depreciation for:					
Toll equipment	(100,625)	(8,860)	73,554	-	(35,931)
Buildings and toll facilities	(82,117)	(5,122)	-	-	(87,239)
Furniture, equipment and other	(55,539)	(8,541)	178	-	(63,902)
Total accumulated depreciation	<u>(238,281)</u>	<u>(22,523)</u>	<u>73,732</u>	<u>-</u>	<u>(187,072)</u>
Total property and equipment being depreciated, net	<u>195,288</u>	<u>(18,411)</u>	<u>(747)</u>	<u>13,819</u>	<u>189,949</u>
Total capital assets	<u>\$ 5,271,214</u>	<u>\$ 408,374</u>	<u>\$ (5,028)</u>	<u>\$ -</u>	<u>\$ 5,674,560</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 4 - Capital Assets (Continued)

	June 30, 2020	Additions	Reductions	Transfers	June 30, 2021
Infrastructure (non-depreciable):					
Right-of-way	\$ 923,498	\$ 395	\$ -	\$ 68,382	\$ 992,275
Highways and bridges	3,542,210	757	(310)	316,915	3,859,572
Total infrastructure (non-depreciable)	<u>4,465,708</u>	<u>1,152</u>	<u>(310)</u>	<u>385,297</u>	<u>4,851,847</u>
Construction in progress (non-depreciable):					
Right-of-way	68,938	346	-	(68,382)	902
Highways and bridges	363,657	155,916	-	(312,910)	206,663
Buildings and toll facilities	1,183	2,459	-	(3,228)	414
Toll equipment	49,270	8,633	-	(57,788)	115
Furniture, equipment and other	22,949	18,827	-	(25,791)	15,985
Total construction in progress (non-depreciable)	<u>505,997</u>	<u>186,181</u>	<u>-</u>	<u>(468,099)</u>	<u>224,079</u>
Property and equipment (depreciable):					
Toll equipment	101,986	-	(1,312)	57,788	158,462
Buildings and toll facilities	164,025	-	-	3,228	167,253
Furniture, equipment and other	85,767	489	(188)	21,786	107,854
Total property and equipment (depreciable)	<u>351,778</u>	<u>489</u>	<u>(1,500)</u>	<u>82,802</u>	<u>433,569</u>
Less accumulated depreciation for:					
Toll equipment	(96,102)	(5,887)	1,364	-	(100,625)
Buildings and toll facilities	(77,044)	(5,073)	-	-	(82,117)
Furniture, equipment and other	(48,518)	(7,655)	634	-	(55,539)
Total accumulated depreciation	<u>(221,664)</u>	<u>(18,615)</u>	<u>1,998</u>	<u>-</u>	<u>(238,281)</u>
Total property and equipment being depreciated, net	<u>130,114</u>	<u>(18,126)</u>	<u>498</u>	<u>82,802</u>	<u>195,288</u>
Total capital assets	<u>\$ 5,101,819</u>	<u>\$ 169,207</u>	<u>\$ 188</u>	<u>\$ -</u>	<u>\$ 5,271,214</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 4 - Capital Assets (Continued)

Goldenrod Project - On March 24, 1999, CFX signed the Goldenrod Road Extension Development Agreement (the "Agreement") for the extension of Goldenrod Road to SR 528 (the "Extension"). The Agreement is between CFX and other local agencies and governments, including the City of Orlando (the "City"), Greater Orlando Aviation Authority ("GOAA") and Orange County (the "County"). Under the Agreement, each of the parties agreed to contribute a set amount toward construction of the Extension. The contributions made by each party for construction are as follows:

City of Orlando	\$ 2,000,000
GOAA	\$ 4,500,000
Orange County	\$ 1,000,000
CFX	\$ 38,010,458

CFX's responsibilities under the Agreement were to acquire, design and construct the right-of-way for the Extension. Construction of the Extension began in January 2001 and opened to traffic in March 2004. Under the terms of the Agreement, toll revenues generated from the Extension will be distributed, first to operating cost, then to repay the contributions to each contributing party.

The construction costs of the roadway, toll plaza and toll equipment are included in CFX's capital assets. These assets will remain the property of CFX until the final payments of all contributions are made. Upon the final repayment of all contributions, ownership of the roadway will revert to the City and the City will be responsible for all future maintenance costs. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way. Since this project is a non-System project, it is reported net in the non-operating section of the statements of revenues, expenses and changes in net position. The toll revenues generated from the Extension are not pledged to CFX's bond indebtedness.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt

Revenue Bonds Payable - A summary of changes in revenue bonds payable is as follows (in thousands):

Bonds Payable:	June 30, 2021	Additions	Deletions	June 30, 2022
Series 2012	\$ 25,680	\$ -	\$ -	\$ 25,680
Series 2013A	242,320	-	(242,320)	-
Series 2013B	46,735	-	(2,475)	44,260
Series 2016A	148,700	-	(835)	147,865
Series 2016B	620,030	-	(2,035)	617,995
Series 2017	338,630	-	(675)	337,955
Series 2018	215,520	-	(3,690)	211,830
Series 2019A	128,370	-	(2,125)	126,245
Series 2019B	437,485	-	(7,020)	430,465
Series 2021	548,175	-	-	548,175
Series 2021D	-	198,435	-	198,435
Total Bonds Payable	2,751,645	198,435	(261,175)	2,688,905
Direct Borrowings:				
Series 2012A	35,780	-	(4,855)	30,925
Series 2020A	155,915	-	(56,400)	99,515
Series 2021B	88,135	-	-	88,135
Series 2021C	53,145	-	-	53,145
Total Direct Borrowings	332,975	-	(61,255)	271,720
	3,084,620	198,435	(322,430)	2,960,625
Add unamortized bond premium	384,561	68,835	(45,776)	407,620
Less current portion of revenue bonds payable	(80,110)	(88,980)	80,110	(88,980)
Revenue bonds payable - net of current portion	\$ 3,389,071	\$ 178,290	\$ (288,096)	\$ 3,279,265

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt (Continued)

	June 30, 2020	Additions	Deletions	June 30, 2021
Bonds Payable:				
Series 2008B1	\$ 129,875	\$ -	(129,875)	\$ -
Series 2008B2	117,395	-	(117,395)	-
Series 2008B3	148,490	-	(148,490)	-
Series 2008B4	98,965	-	(98,965)	-
Series 2010B	60,760	-	(60,760)	-
Series 2012	134,315	-	(108,635)	25,680
Series 2013A	242,320	-	-	242,320
Series 2013B	115,725	-	(68,990)	46,735
Series 2013C	102,820	-	(102,820)	-
Series 2016A	149,495	-	(795)	148,700
Series 2016B	621,990	-	(1,960)	620,030
Series 2017	339,275	-	(645)	338,630
Series 2018	219,035	-	(3,515)	215,520
Series 2019A	129,550	-	(1,180)	128,370
Series 2019B	441,390	-	(3,905)	437,485
Series 2021	-	548,175	-	548,175
Total Bonds Payable	<u>3,051,400</u>	<u>548,175</u>	<u>(847,930)</u>	<u>2,751,645</u>
Direct Borrowings:				
Series 2012A	42,195	-	(6,415)	35,780
Series 2020A	-	155,915	-	155,915
Series 2021B	-	88,135	-	88,135
Series 2021C	-	53,145	-	53,145
Total Direct Borrowings	<u>42,195</u>	<u>297,195</u>	<u>(6,415)</u>	<u>332,975</u>
	3,093,595	845,370	(854,345)	3,084,620
Add unamortized bond premium	304,519	120,282	(40,240)	384,561
Less current portion of revenue bonds payable	(72,700)	(80,110)	72,700	(80,110)
Revenue bonds payable - net of current portion	<u>\$ 3,325,414</u>	<u>\$ 885,542</u>	<u>\$ (821,885)</u>	<u>\$ 3,389,071</u>

In the 2002 legislative session, the Florida Legislature amended Chapter 348, Part V (now Part III of the "Expressway Act") to, among other things, revise and expand the powers of CFX to finance or refinance its projects, including the power to refund bonds previously issued on behalf of CFX by the State of Florida Division of Bond Finance of the State Board of Administration (Division of Bond Finance), through the issuance of its own bonds or other obligations. Consistent with the authority granted in the Expressway Act, CFX adopted an Authority Bond Resolution on July 2, 2002, authorizing the issuance of up to \$2,000,000,000 of additional bonds or other indebtedness to finance projects of CFX. Although not required, the first issuance of bonds by CFX under the Authority Bond Resolution was validated by the Circuit Court of the Ninth Judicial Circuit of Florida, in Orange County, Florida, on September 20, 2002.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt (Continued)

On January 28, 2003, the Division of Bond Finance adopted a resolution formally recognizing CFX as the issuer of bonds under that certain Master Junior Lien Bond Resolution pursuant to which the Division of the Bond Finance had previously issued bonds on behalf of CFX. CFX further adopted, on February 3, 2003, an Amended and Restated Master Bond Resolution pursuant to which CFX amended and restated the Authority Bond Resolution and the Master Junior Lien Resolution into a single, consolidated, single-lien resolution to govern the existing outstanding bonds and future bond indebtedness of CFX. All bonds or other obligations issued under the Amended and Restated Master Bond Resolution are payable from, and secured by, a pledge of net revenues from the operation of the System.

As notated in Note 1, on June 20, 2014, the Governor of Florida signed a bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. Central Florida Expressway Authority assumed all the debt of the former Orlando-Orange County Expressway Authority pursuant to Chapter 2014-171, Public Laws of Florida.

Fixed Rate Debt

The Central Florida Expressway Authority Revenue Bonds, Series 2021D, were originally issued on July 28, 2021 and were outstanding in the aggregate principal amount of \$198,435,000 and \$0 on June 30, 2022 and 2021, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2026 through July 1, 2035 in amounts ranging from \$3,220,000 to \$40,675,000, plus interest. The 2021D Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2021D Bonds is due and paid semiannually. The purpose of the Series 2021D Bonds was to fund a portion of the Five-Year Work Plan.

The Central Florida Expressway Authority Taxable Refunding Revenue Bond, Series 2021C, was originally issued on June 24, 2021 and was outstanding in the aggregate principal amount of \$53,145,000 and \$53,145,000 on June 30, 2022 and 2021 respectively. The bond was issued in the form of a bank loan directly with the bondholder, Citizens First Bank. The bond is due in annual installments beginning on July 1, 2022 through July 1, 2025 in amounts ranging from \$1,420,000 to \$25,180,000 plus interest. Interest on the 2021C Bond is due and paid semiannually. The 2021C Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. The purpose of the Series 2021C Bond was to refund a portion of the Series 2013B Bonds for net present value savings of \$2,222,586 which represents \$2,253,553 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$2,633,478.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The Central Florida Expressway Authority Taxable Convertible Refunding Revenue Bond, Series 2021B, was originally issued on June 24, 2021 and was outstanding in the aggregate principal amount of \$88,135,000 and \$88,135,000 on June 30, 2022 and 2021 respectively. The bond was issued in the form of a bank loan directly with the bondholder, Key Government Finance, Inc. The bond is due in annual installments beginning on July 1, 2022 through July 1, 2025 in amounts ranging from \$1,780,000 to \$28,820,000 plus interest. Interest on the 2021B Bonds is due and paid semiannually. The 2021B Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. The purpose of the Series 2021B Bonds was to refund a portion of the Series 2012 Bonds for net present value savings of \$5,639,891, which represents \$5,726,942 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$8,697,527.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2021, were originally issued on April 22, 2021 and were outstanding in the aggregate principal amount of \$548,175,000 and \$548,175,000 on June 30, 2022 and 2021 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2022 through July 1, 2040 in amounts ranging from \$4,300,000 to \$62,120,000, plus interest. The 2021 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2021 Bonds is due and paid semiannually. The purpose of the Series 2021 Bonds was to lower the risk profile of CFX's debt by refunding the remaining portions of the Series 2008B variable Bonds and terminate the Swaps associated with them, for net present value savings of \$1,193,124, which represents \$525,607 of higher debt service payments over the life of the debt.

The Central Florida Expressway Authority Refunding Revenue Bond, Series 2020A, was originally issued on August 18, 2020 and was outstanding in the aggregate principal amount of \$99,515,000 and \$155,915,000 on June 30, 2022 and 2021 respectively. The bond was issued in the form of a bank loan directly with the bondholder, STI Institutional & Government, Inc. The bond is due in annual installments beginning on July 1, 2022 through July 1, 2032 in amounts ranging from \$1,230,000 to \$15,480,000 plus interest. The 2020A Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2020A Bond is due and paid semiannually. The purpose of the Series 2020A Bond was to refund portions of the Series 2010B and 2013C Bonds for net present value savings of \$11,219,373, which represents \$12,322,473 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$1,046,259.

The Central Florida Expressway Authority Revenue Bonds, Series 2019A, were originally issued on December 5, 2019 and were outstanding in the aggregate principal amount of \$126,245,000 and \$128,370,000 on June 30, 2022 and 2021 respectively, including \$62,630,000 of serial bonds and \$63,615,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2022 through July 1, 2039 in amounts ranging from \$2,230,000 to \$5,015,000, plus interest. Two term bonds were issued in the amounts of \$28,535,000 and \$35,080,000 and mature July 1, 2044 and July 1, 2049, respectively. The 2019A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2019A Bonds is due and paid semiannually. The purpose of the Series 2019A Bonds was to purchase the Poinciana Parkway System from Osceola County.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The Central Florida Expressway Authority Revenue Bonds, Series 2019B, were originally issued on December 5, 2019 and were outstanding in the aggregate principal amount of \$430,465,000 and \$437,485,000 on June 30, 2022 and 2021, including \$207,350,000 of serial bonds and \$223,115,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2022 through July 1, 2039 in amounts ranging from \$7,370,000 to \$16,895,000, plus interest. Two term bonds were issued in the amounts of \$98,015,000 and \$125,100,000 and mature July 1, 2044 and July 1, 2049, respectively. The 2019B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2019B Bonds is due and paid semiannually. The purpose of the Series 2019B Bonds was to fund a portion of the Five-Year Work Plan.

The Central Florida Expressway Authority Revenue Bonds, Series 2018, were originally issued on November 29, 2018 and were outstanding in the aggregate principal amount of \$211,830,000 and \$215,520,000 on June 30, 2022 and 2021 respectively, including \$118,335,000 of serial bonds and \$93,495,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2022 through July 1, 2040 in amounts ranging from \$3,875,000 to \$9,325,000, plus interest. Two term bonds were issued in the amounts of \$30,865,000 and \$62,630,000 and mature July 1, 2043 and July 1, 2048, respectively. The 2018 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2018 Bonds is due and paid semiannually. The purpose of the Series 2018 Bonds was to fund a portion of the Five-Year Work Plan.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2017, were originally issued on December 28, 2017 and were outstanding in the aggregate principal amount of \$337,955,000 and \$338,630,000 on June 30, 2022 and 2021 respectively, including \$239,845,000 of serial bonds and \$98,110,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2022 through July 1, 2042 in amounts ranging from \$875,000 to \$56,340,000, plus interest. The term bond is due on July 1, 2041. The 2017 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2017 Bonds is due and paid semiannually. The purpose of the Series 2017 Bonds was to refund all the Series 2007A, 2010A, and 2010C Bonds and a portion of the 2010B Bonds, for net present value savings of \$39,795,910, which represents \$61,030,269 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$26,266,627.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016B, were originally issued on November 2, 2016 and were outstanding in the aggregate principal amount of \$617,995,000 and \$620,030,000 on June 30, 2022 and 2021 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2022 through July 1, 2040 in amounts ranging from \$2,135,000 to \$66,520,000, plus interest. The 2016B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016B Bonds is due and paid semiannually. The purpose of the Series 2016B Bonds was to refund portions of the Series 2007A, 2010A, 2010B and 2010C Bonds for net present value savings of \$65,239,436, which represents \$92,180,668.91 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$75,028,080.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016A, were originally issued on April 26, 2016 and were outstanding in the aggregate principal amount of \$147,865,000 and \$148,700,000 on June 30, 2022 and 2021 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2022 through July 1, 2032 and July 1, 2036 through July 1, 2037 in amounts ranging from \$875,000 to \$28,000,000, plus interest. The 2016A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016A Bonds is due and paid semiannually. The purpose of the Series 2016A Bonds was to refund a portion of the Series 2007A Bonds for net present value savings of \$27,251,546, which represents \$40,378,823 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$5,296,435.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013B, were originally issued on January 2, 2013 and were outstanding in the aggregate principal amount of \$44,260,000 and \$46,735,000 on June 30, 2022 and 2021, respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments on July 1, 2022 through July 1, 2023 in amounts ranging from \$21,635,000 to \$22,625,000, plus interest. The 2013B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013B Bonds is due and paid semiannually. The Series 2013B Bonds were issued for the purpose of refunding the Series 2003C2 and 2003C4 Bonds and to fund the termination payments related to the associated swaps. The refunding resulted in a deferred outflow of \$42,223,850, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$5,959,376 higher post-refunding, which represents \$4,868,985 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013A, were originally issued on April 3, 2013 and were outstanding in the aggregate principal amount of \$0 and \$242,320,000 on June 30, 2022 and 2021. On July 1, 2021 CFX used legally available moneys on hand to defease all of the then-outstanding balance. The purpose of the Series 2013A Bonds was to refund the Series 2003B Bonds for net present value savings of \$35,842,015, which represents \$60,831,999 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$2,750,505.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2012, were originally issued on November 29, 2012 and were outstanding in the aggregate principal amount of \$25,680,000 and \$25,680,000 on June 30, 2022 and 2021 respectively, all of which were serial bonds. The serial bonds are due on July 1, 2022 for \$25,680,000 plus interest. The 2012 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2012 Bonds is due and paid semiannually. See below for the purpose, economic and accounting impacts of the refunding.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The Central Florida Expressway Authority General Reserve Fund Obligation Bond, Series 2012A, was originally issued on November 29, 2012 and was outstanding in the aggregate principal amount of \$30,925,000 and \$35,780,000 on June 30, 2022 and 2021 respectively. The bond was issued in the form of a subordinate bank loan directly with the bondholder, SunTrust Bank. The bond is due in annual installments beginning on July 1, 2022 through July 1, 2025 in amounts ranging from \$7,005,000 to \$8,485,000, plus interest. The 2012A Bond is payable from, and secured by, a pledge of the general fund, which is junior and subordinate to the net revenues from the operation of the expressway System pledged to senior lien parity bonds. Interest on the 2012A Bond is due and paid semiannually.

Collectively, the purpose of the Series 2012 and 2012A Bonds was to refund the Series 2003C1 and 2003C3 Bonds and to fund the termination payments on the associated swaps. The refunding resulted in a deferred outflow of \$60,159,863, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$7,202,160 higher post-refunding, which represents \$4,712,369 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

Variable Rate Debt

On April 22, 2021, CFX issued the Central Florida Expressway Authority Refunding Revenue Bonds, Series 2021 Bonds which refunded and retired all outstanding variable rate debt.

On May 1, 2008, CFX issued Central Florida Expressway Authority Variable Rate Refunding Revenue Bonds, Series 2008B1, 2008B2, 2008B3 and 2008B4 (collectively, "2008B Bonds"), for the purpose of refunding the Series 2005A, 2005B, 2005C, 2005D, and 2005E Bonds (collectively, "2005 Bonds"), of which \$0 was outstanding on June 30, 2021 and \$129,875,000, \$117,395,000, \$148,490,000, and \$98,965,000 was outstanding on June 30, 2020. The 2008B Bonds were issued in four sub-series in the initial aggregate principal amount of \$499,105,000, including Series 2008B1 in the initial principal amount of \$131,025,000; Series 2008B2 in the initial principal amount of \$118,500,000; Series 2008B3 in the initial principal amount of \$149,760,000; and 2008B4 in the initial principal amount of \$99,820,000.

The Series 2008B Bonds were dated the date of their original issuance and delivery and had a maturity date of July 1, 2040. The Series 2008B Bonds were initially issued in a variable rate mode, with the interest rate on the Series 2008B Bonds resetting on a weekly basis and interest payable on a monthly basis.

In fiscal year 2012, the Series 2008B3 and 2008B4 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2015, the Series 2008B1 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2016, the Series 2008B2 Bonds were converted to a bank rate mode and directly placed with the bondholder. All 2008B bonds remain in bank purchase mode. The bank rate also resets on a weekly basis and is tied to the SIFMA index plus a spread.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt (Continued)

Variable Rate Debt (Continued)

The 2008B Bonds were subject to optional and mandatory redemption and optional and mandatory tender for purchase prior to maturity. Amortization installments for the mandatory redemption of the 2008B Bonds began on July 1, 2014. All outstanding 2008B Bonds were redeemed on April 22, 2021 and are no longer outstanding.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2022, are summarized as follows (all amounts in thousands). The totals below are net of capitalized interest funds available for debt service.

	<u>Bonds Payable</u>			<u>Direct Borrowings</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total P&I Due</u>	<u>Principal</u>	<u>Interest</u>	<u>Total P&I Due</u>
2023	\$ 77,545	\$ 122,822	\$ 200,367	\$ 11,435	\$ 3,404	\$ 14,839
2024	54,355	118,326	172,681	38,915	2,988	41,903
2025	33,285	114,926	148,211	63,150	2,442	65,592
2026	48,580	112,880	161,460	63,795	1,786	65,581
2027	104,715	109,047	213,762	10,910	1,370	12,280
2028-2032	578,780	463,014	1,041,794	69,320	3,893	73,213
2033-2037	746,045	310,703	1,056,748	14,195	109	14,304
2038-2042	684,495	152,335	836,830	-	-	-
2043-2047	233,820	55,110	288,930	-	-	-
2048-2052	127,285	8,422	135,707	-	-	-
	<u>\$2,688,905</u>	<u>\$1,567,585</u>	<u>\$ 4,256,490</u>	<u>\$ 271,720</u>	<u>\$ 15,992</u>	<u>\$ 287,712</u>

Hedging Derivative Instruments – Cash Flow Hedges

Variable-to-Fixed Rate Interest Rate Swaps - On July 13, 2004, CFX entered into five forward-starting, synthetic fixed rate swap agreements totaling \$499,105,000 (“2004 Swaps”), attributable to the \$199,645,000 Series 2005A Bonds, the \$149,760,000 Series 2005B Bonds, the \$99,820,000 Series 2005C Bonds, the \$24,940,000 Series 2005D Bonds, and the \$24,940,000 Series 2005E Bonds. On May 1, 2008, all Series 2005 Bonds were redeemed, and the 2004 Swaps were then associated with the Series 2008B Refunding Bonds described above. On April 22, 2021, CFX issued the Central Florida Expressway Authority Refunding Revenue Bonds, Series 2021 Bonds which terminated all interest rate swaps.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt (Continued)

Debt Service Reserve Requirements – CFX has purchased surety policies from bond insurers for the outstanding 2012, 2013A, 2013B, 2016A, and 2021 Bonds. The Series 2016B and Series 2017 Bonds are secured by reserves comprised of a combination of cash and a surety policy. The Series 2018, 2019A, and 2019B Series Bonds are secured by a cash reserve. The 2012A, 2020A, 2021B and 2021C Bonds are not secured by a reserve. Bond covenants do not require minimum ratings for providers of surety policies.

Defeased Bonds - In June of 2021 CFX utilized proceeds from the issuance of the Series 2021B and 2021C Refunding Bonds to fund an escrow to provide for the payment of principal and interest on the refunded Series 2012 and 2013B Bonds as of their call date of July 1, 2022 and July 1, 2023.

Principal maturities on those defeased bonds, based on July 1 payments each year, are as follows (in thousands):

<u>Year Ending June 30,</u>	<u>2013B Bonds</u>
2023	\$ 48,360

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 5 - Long-Term Debt (Continued)

Due to Governmental Agencies

Due to governmental agencies consists of the following (in thousands):

	June 30, 2021	Additions	Deletions	June 30, 2022
Advances from FDOT for construction, operations and maintenance of certain plazas and roadways	\$ 1,424	\$ 1,113	(1,424)	\$ 1,113
Loans and advances for specific projects	202,622	2,443	(216)	204,849
Toll revenue due to other state agencies	3,631	141,142	(138,271)	6,502
	207,677	144,698	(139,911)	212,464
Less current portion	(5,270)	(7,901)	5,270	(7,901)
Due to other governments net of current portion	202,407	136,797	(134,641)	204,563

The following is a schedule by years of the minimum future payments on the amounts due to governmental agencies (all amounts in thousands):

Year Ending June 30,	Amount
2023	\$ 7,901
2024	-
2025	-
2026	-
2027	-
Thereafter	204,563
	\$ 212,464

Amounts included in “thereafter” are payable based on future events, as described below:

Included in the Loans and Advances for specific projects is \$4,134,643 for advances from the Greater Orlando Aviation Authority, the City of Orlando and Orange County for the extension of Goldenrod Road. The extension is a non-System project, and revenues from this project are utilized solely to pay expenses for the extension and to reimburse the funding partners, including CFX, for their original contribution to the project. Also included in Loans and Advances for specific projects is \$200,428,191 for a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan from the US Department of Transportation. This loan was secured from qualifying expenses for the acquisition of right-of-way and construction of the Wekiva Parkway. Principal repayments begin in 2028 and continue through 2049.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 6 - Leases

During fiscal year 2022, CFX adopted Governmental Accounting Standards Board Statement No. 87 – *Leases*. The Statement requires the recognition of certain lease assets, and liabilities for leases that previously were classified as operating leases and recognize them as inflows of resources or outflows of resources based on the payment provisions of the contract.

CFX leases excess capacity of the Fiber Optic Network (FON) to Sprint Communications Company L.P. This is a ten-year lease with two five-year renewal options followed by three three-year renewal options. If CFX terminates this agreement because of licensee’s (Sprint’s) default, the licensee shall pay CFX, as liquidated damages, an amount equal to the minimum total fees and charges for the remaining agreement term. There is no termination clause for the licensee except by default of CFX. The first three-year renewal was executed at the end of fiscal year 2021.

CFX implemented GASB No. 87 for the year ended June 30, 2022 and recorded \$6,895,000 balances for lease receivable and deferred inflows of resources as of July 1, 2021. The lease receivable balance was reduced and interest income recognized for \$746,000 and \$57,000, respectively.

Future minimum lease payments are as follows (all amounts in thousands):

Year Ending June 30,	Principal	Interest
2023	\$ 777	\$ 55
2024	809	48
2025	842	41
2026	876	33
2027	912	25
Thereafter	1,933	25
	\$ 6,149	\$ 227

Note 7 - Commitments and Contingencies

Commitments - Outstanding construction and other significant commitments for improvements, maintenance and operation of the System totaled approximately \$1,083,999,000 at June 30, 2022.

Pending Litigation - Various lawsuits and claims arising in the ordinary course of CFX’s operations are pending against CFX.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 8 - Retirement Plans

Plan Descriptions

Florida Retirement System (FRS) Pension Plan - Most employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, defined-benefit retirement plan, or defined-contribution retirement plan, administered by the Florida Department of Administration, Division of Retirement. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the state of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Employees are classified in either the regular service class or the senior management service class ("SMSC"). The SMSC is for members who fill senior-level management positions. Employees classified as SMSC may opt out of participation in the FRS. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida Legislature.

Retiree Health Insurance Subsidy (HIS) Program – Employees of CFX also participate in the Retiree Health Insurance Subsidy (HIS) Program, which is a cost-sharing, multiple-employer defined-benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Public Employee Optional Retirement Program - Employees may participate in the Public Employee Optional Retirement Program (the "Investment Plan"), a defined-contribution retirement program, in lieu of participation in the defined-benefit retirement plan ("Pension Plan"). If the Investment Plan is elected, active membership in the defined-benefit retirement plan is terminated. Eligible members of the Investment Plan are vested at one year of service and receive a contribution for self-direction in an investment product with a third-party administrator selected by the State Board of Administration. The contribution rates for both fiscal years 2022 and 2021 was 6.3% for regular class and 7.67% for senior management class.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 8 - Retirement Plans (Continued)

Benefits Provided – For employees in FRS, benefits are computed on the basis of age, average final compensation and service credit. Regular class and senior management class employees who were enrolled in the FRS prior to July 1, 2011 and retire at or after age 62 with at least six years of credited service, or 30 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, based on their final average compensation of their five highest fiscal years of pay for each year of credited service. Employees enrolled on or after July 1, 2011 and who retire at or after age 65 with at least eight years of credited service, or 33 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, as explained above based on their eight highest fiscal years of pay. Using their date of enrollment as a basis, vested employees with less than the minimum years of service may retire before the minimum age and receive reduced retirement benefits. A post-retirement health insurance subsidy is also provided to eligible retired employees through the FRS defined benefit, in accordance with Florida Statutes.

In addition to the above benefits, the FRS administers a Deferred Retirement Option Program (“DROP”). This program allows eligible employees to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Contributions - Starting on July 1, 2011, Chapter 2011-68 of the Laws of Florida required members of the FRS not enrolled in DROP to contribute 3% of their salary to their retirement. Governmental employers are required to make contributions to the FRS based on statewide contribution rates. The fiscal year 2022 contribution rate applied to regular employee salaries was 10.82%, including 1.66% for a post-retirement health insurance subsidy (“HIS”). The fiscal year 2021 contribution rate was 10.00%, which included 1.66% for HIS. The fiscal year 2022 contribution rate applied to senior management salaries was 29.01%, including 1.66% HIS. The fiscal year 2021 contribution rate was 27.29%, which included 1.66% for HIS. The fiscal year 2022 contribution rate applied to the salaries of the employees in DROP was 18.34%, including 1.66% for HIS. The fiscal year 2021 contribution rate was 16.98%, which included 1.66% for HIS.

CFX’s actual contributions to the FRS for the fiscal years ended June 30, 2022 and 2021 were \$1,230,000 and \$1,059,000, respectively. Employee contributions were \$246,000 and \$223,000 for the fiscal years ended June 30, 2022 and 2021, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

CFX reported a liability of \$4,360,000 and \$12,012,000, at June 30, 2022 and 2021, respectively, for its proportionate share of the net pension liability of FRS and HIS. The net pension liability as of June 30, 2022 and 2021 was measured as of June 30, 2021 and 2020, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. CFX’s proportion of the net pension liability was based on CFX’s historical employer contributions to the pension plans for fiscal year 2020 and 2021 relative to the historical contributions of all participating employers. At June 30, 2021, CFX’s proportion was 0.02190% and 0.02206% for FRS and HIS, respectively, which was an increase of 0.00023% and an increase of 0.00062% from its respective proportion measured as of June 30, 2020.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 8 - Retirement Plans (Continued)

At June 30, 2020, CFX's proportion was 0.02167% and 0.02144% for FRS and HIS, respectively, which was a decrease of 0.00042% and an increase of 0.00007% from its respective proportion measured as of June 30, 2019.

For the year ended June 30, 2022, CFX recognized a total of \$417,000 pension expense with \$129,000 and \$288,000, for FRS and HIS, respectively. For the year ended June 30, 2021, CFX recognized a total of \$2,472,000 pension expense with \$2,174,000 and \$298,000, for FRS and HIS, respectively.

At June 30, 2022, CFX reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

	FRS	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 284	\$ -
Changes of assumptions	1,132	-
Differences between projected and actual earnings on pension plan investments	-	5,771
Changes in proportion	304	69
CFX contributions subsequent to the measurement date	975	-
Total	\$ 2,695	\$ 5,843

	HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 90	\$ 1
Changes of assumptions	213	112
Differences between projected and actual earnings on pension plan investments	3	-
Changes in proportion	268	-
CFX contributions subsequent to the measurement date	142	-
Total	\$ 716	\$ 113

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 8 - Retirement Plans (Continued)

At June 30, 2021, CFX reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

	FRS	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 360	\$ -
Changes of assumptions	1,701	-
Differences between projected and actual earnings on pension plan investments	559	-
Changes in proportion	380	87
CFX contributions subsequent to the measurement date	835	-
Total	\$ 3,835	\$ 87

	HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 107	\$ 2
Changes of assumptions	282	152
Differences between projected and actual earnings on pension plan investments	2	-
Changes in proportion	295	1
CFX contributions subsequent to the measurement date	129	-
Total	\$ 815	\$ 155

\$1,117,000 and \$964,000 reported as deferred outflows of resources related to pensions resulting from CFX contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2022 and June 30, 2021 respectively.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions as of June 30, 2022 will be recognized in pension expense as follows (in thousands):

Years Ending June 30:	FRS	HIS
2023	\$ (825)	\$ 99
2024	(841)	99
2025	(858)	82
2026	(890)	63
2027	(897)	46
Thereafter	188	72

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Actuarial Assumptions – The actuarial assumptions that determined the total pension liability as of June 30, 2022 and June 30, 2021, were based on the results of an actuarial experience study for the period July 1, 2015 – June 30, 2020.

Valuation date	July 1, 2020	July 1, 2021
Measurement date	June 30, 2020	June 30, 2021
Inflation	2.40%	2.40%
Salary increases, including inflation	3.25%	3.25%
Mortality	PUB-2010 base table varies by member category and sex, projected generationally with Scale MP-2018	PUB-2010 base table varies by member category and sex, projected generationally with Scale MP-2018
Actuarial Cost Method	Individual Entry Age	Individual Entry Age

The long-term expected rate of return, net of investment expense on pension plan investments was 6.80% and 6.80% as of June 30, 2021 and June 30, 2020 respectively. This rate was determined using a forward-looking capital market economic model. The table below shows the assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The expected real rate of return is presented in arithmetic means.

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Annual Arithmetic Return</u>
Cash	1%	2.1%
Fixed Income	20%	3.8%
Global equity	54%	8.2%
Real Estate (property)	10%	7.1%
Private equity	11%	11.7%
Strategic investments	4%	5.7%
Total	<u>100.00%</u>	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 8 - Retirement Plans (Continued)

Discount Rate – The discount rate used to measure the total pension liability was 6.80% and 6.80% for FRS for June 30, 2021 and June 30, 2020 respectively. The discount rate used to measure the total pension liability was 2.16% and 2.21% for HIS as of June 30, 2021 and June 30, 2020 respectively. For FRS, the plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

Sensitivity of CFX’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents CFX’s proportionate share of the net pension liability calculated using the discount rate of 6.80% and 6.80% for FRS for June 30, 2021 and June 30, 2020 respectively. The discount rate of 2.16% and 2.21% was used for HIS for June 30, 2021 and June 30, 2020 respectively. The following also presents what CFX’s proportionate share of the net pension liability would be at June 30, 2022 and 2021 if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the respective current rate:

		As of June 30, 2022		
		FRS		
		1% Decrease 5.8%	Current Discount Rate 6.8%	1% Increase 7.8%
CFX’s proportionate share of the net pension liability (asset)		\$ 7,401,006	\$ 1,654,941	\$ (3,148,126)
		HIS		
		1% Decrease 1.16%	Current Discount Rate 2.16%	1% Increase 3.16%
CFX’s proportionate share of the net pension liability (asset)		\$ 3,129,365	\$ 2,706,836	\$ 2,360,668

		As of June 30, 2021		
		FRS		
		1% Decrease 5.8%	Current Discount Rate 6.8%	1% Increase 7.8%
CFX’s proportionate share of the net pension liability (asset)		\$ 15,004,438	\$ 9,396,379	\$ 4,712,504
		HIS		
		1% Decrease 1.21%	Current Discount Rate 2.21%	1% Increase 3.21%
CFX’s proportionate share of the net pension liability (asset)		\$ 3,026,081	\$ 2,671,818	\$ 2,283,656

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

Note 8 - Retirement Plans (Continued)

Change in Net Pension Liability - The following is a summary of changes in net pension liability (in thousands):

	June 30, 2021	Additions	Deletions	June 30, 2022	Due Within One year
Net pension liability	\$ 12,012	\$ 2,866	\$ 10,518	\$ 4,360	\$ -

	June 30, 2020	Additions	Deletions	June 30, 2021	Due Within One year
Net pension liability	\$ 9,997	\$ 6,782	\$ 4,767	\$ 12,012	\$ -

Pension Plan Fiduciary Net Position – Detailed information about FRS and HIS fiduciary net position is available in the separately issued FRS financial report. The latest available report may be obtained by writing to the Department of Management Services, Office of the Secretary, 4050 Esplanade Way, Tallahassee, FL 32399-0950 or from the website:
http://www.dms.myflorida.com/workforce_operations/retirement/publications

Note 9 - Risk Management

CFX is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which CFX purchases commercial insurance.

No settlements have exceeded coverage levels in place during 2020, 2021 and 2022.

CFX is covered by the State of Florida's State Group Insurance program, a risk management pool to which risk is transferred in exchange for annual premium payments.

Note 10 – Subsequent Events

Hurricane Ian impacted the Central Florida area September 29 and 30, 2022. On September 27, 2022, Governor Ron DeSantis suspended tolls on all CFX roadways to help with the evacuations occurring around the state. The toll suspension was lifted on October 15, 2022. It is projected that approximately \$30,000,000 was lost in toll revenue due to the direct suspension of tolls. CFX had no significant damage to report as a direct result of Hurricane Ian.

REQUIRED SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Trend Data on Infrastructure Condition

CFX elected to use the modified approach to account for maintenance of its infrastructure assets starting in fiscal year 1997. The FDOT annually inspects CFX’s roadways. The FDOT utilizes the Maintenance Rating Program (the “MRP”) to assess the condition of the System. Copies of the MRP manual may be obtained from the State Maintenance Office, 605 Suwannee Street, Mail Station 52, Tallahassee, FL 32399-0450. The MRP manual provides a uniform evaluation system for maintenance features of the State Highway System. The roadways are rated on a 100-point scale, with 100 meaning that every aspect of the roadway is in new and perfect condition. CFX’s System, as a whole, is given an overall rating, indicating the average condition of all roadways operated by CFX. The assessment of condition is made by visual and mechanical tests designed to reveal any condition that would reduce highway-user benefits below the maximum level of service. CFX’s policy is to maintain the roadway condition at a MRP rating of 80 or better. The results of the last five completed inspections are as follows:

Evaluation Period	
Fiscal Year	Rating
2022	92%
2021	93%
2020	91%
2019	91%
2018	92%

The budget-to-actual expenditures for preservation for the past five years are as follows:

Fiscal Year	Budget	Actual
	<i>(in thousands)</i>	
2022	\$ 39,480	\$ 21,465
2021	33,064	20,929
2020	51,040	31,002
2019	44,000	21,586
2018	31,850	33,837

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX's Proportionate Share of the Net Pension Liability

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

CFX Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	CFX's Proportion of the FRS Net Pension Liability	CFX's Proportionate Share of the FRS Net Pension Liability	CFX's Covered Payroll	CFX's Proportionate Share of the FRS Net Pension Liability as a Percentage of Covered Payroll	FRS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2022	2021	0.0219%	\$ 1,655	\$ 5,426	30.50%	96.40%
2021	2020	0.0217%	9,396	5,100	184.24%	78.85%
2020	2019	0.0220%	7,608	4,712	161.46%	82.61%
2019	2018	0.0205%	6,180	4,250	145.41%	84.26%
2018	2017	0.0201%	5,958	4,093	145.57%	83.89%
2017	2016	0.0191%	4,812	3,746	128.46%	84.88%
2016	2015	0.0174%	2,249	3,212	70.02%	92.00%
2015	2014	0.0157%	959	2,987	32.11%	96.09%
2014	2013	0.0091%	1,566	2,985	52.46%	88.54%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

CFX Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	CFX's Proportion of the HIS Net Pension Liability	CFX's Proportionate Share of the HIS Net Pension Liability	CFX's Covered Payroll	CFX's Proportionate Share of the HIS Net Pension Liability as a Percentage of Covered Payroll	HIS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2022	2021	0.0221%	\$ 2,707	\$ 7,811	34.66%	3.56%
2021	2020	0.0214%	2,618	7,441	35.18%	3.00%
2020	2019	0.0214%	2,391	7,147	33.45%	2.63%
2019	2018	0.0202%	2,134	6,585	32.41%	2.15%
2018	2017	0.0189%	2,021	6,023	33.55%	1.64%
2017	2016	0.0173%	2,018	5,345	37.75%	0.97%
2016	2015	0.0157%	1,603	4,769	33.61%	0.50%
2015	2014	0.0152%	1,418	4,507	31.46%	0.99%
2014	2013	0.0154%	1,343	4,482	29.96%	1.78%

Notes:

- 1) This schedule is intended to show information for ten years; however, data was unavailable prior to 2014. Additional years' information will be presented as it becomes available.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX Contributions

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

Fiscal Year Ending June 30,	FRS Contributions in Relation to the		FRS Contribution Deficiency (Excess)	CFX's Covered Payroll	FRS Contributions as a Percentage of Covered Payroll
	FRS Contractually Required Contribution	FRS Contractually Required Contribution			
2022	\$ 975	\$ 975	\$ -	\$ 6,055	16.10%
2021	835	835	-	5,426	15.39%
2020	720	720	-	5,100	14.12%
2019	685	685	-	4,712	14.54%
2018	585	585	-	4,250	13.76%
2017	524	524	-	4,093	12.80%
2016	465	465	-	3,746	12.41%
2015	424	424	-	3,212	13.20%
2014	344	344	-	2,987	11.52%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

Fiscal Year Ending June 30,	HIS Contributions in Relation to the		HIS Contribution Deficiency (Excess)	CFX's Covered Payroll	HIS Contributions as a Percentage of Covered Payroll
	HIS Contractually Required Contribution	HIS Contractually Required Contribution			
2022	\$ 142	\$ 142	\$ -	\$ 8,537	1.66%
2021	130	130	-	7,811	1.66%
2020	124	124	-	7,441	1.67%
2019	119	119	-	7,147	1.67%
2018	109	109	-	6,585	1.66%
2017	100	100	-	6,023	1.66%
2016	89	89	-	5,345	1.67%
2015	60	60	-	4,769	1.26%
2014	52	52	-	4,507	1.15%

Notes:

- 1) This schedule is intended to show information for ten years; however, data was unavailable prior to 2014. Additional years' information will be presented as it becomes available.

OTHER SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents

	Years Ended June 30,	
	2022	2021
	(in thousands)	
Schedule 1		
Revenues:		
Tolls	\$ 599,917	\$ 496,955
Fees tied to revenue collection	6,878	7,164
Transponder sales	2,123	1,396
Other operating	1,995	1,353
Interest	2,490	9,507
Miscellaneous	766	745
Total revenues	614,169	517,120
Expenses:		
Operations	76,275	65,807
Maintenance	19,422	18,552
Administration	8,789	8,993
Other operating	2,573	3,303
Total expenses	107,059	96,655
Add deposits into OMA reserve	1,094	-
Less advances allowable for operations and maintenance expenses received from FDOT	(7,866)	(7,174)
Net expenses	100,287	89,481
Net revenues, as defined, inclusive of advances received from the FDOT	\$ 513,882	\$ 427,639
Senior lien debt service payments	\$ 205,248	\$ 211,164
Senior lien debt service ratio of net revenues to debt service payments	2.50	2.03
Subordinate Payments	\$ 10,214	\$ 8,163
Subordinate Debt Service Ratio*	2.39	1.95

*These calculations are done according to the Master Subordinate Lien Resolution.

Note: Revenues and expenses are presented on this schedule on the accrual basis in accordance with accounting principles generally accepted in the United States of America. Certain amounts included on the statement of revenues, expenses, and changes in net position are not part of net revenues, as defined, and are, therefore, excluded from this schedule.

**REPORTS ON COMPLIANCE
AND INTERNAL CONTROL**



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority (“CFX”) as of and for the year ended June 30, 2022, and have issued our report thereon dated October 26, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered CFX’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CFX’s internal control. Accordingly, we do not express an opinion on the effectiveness of CFX’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Members of the
Central Florida Expressway Authority

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether CFX's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General*, we reported certain matters to management in a separate management letter and Independent Accountant's Report dated October 26, 2022.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CFX's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 26, 2022



**INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE WITH BOND COVENANTS**

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority ("CFX") as of and for the year ended June 30, 2022, and have issued our report thereon dated October 26, 2022.

In connection with our audit, nothing came to our attention that caused us to believe that CFX failed to comply with the terms, covenants, provisions, or conditions of Sections 5.2, 5.5 to 5.7, 5.9, 5.10, 5.12, and 5.17, inclusive of the Amended and Restated Master Bond Resolution dated February 3, 2003, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding CFX's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the Amended and Restated Master Bond Resolution, insofar as they relate to accounting matters.

This report is intended solely for the information and use of CFX members, management, and the bondholders and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, P.A.
Certified Public Accountants

Orlando, Florida
October 26, 2022



INDEPENDENT ACCOUNTANT'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have examined the compliance of the Central Florida Expressway Authority ("CFX") with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended June 30, 2022. CFX's management is responsible for CFX's compliance with those requirements. Our responsibility is to express an opinion on CFX's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether CFX complied with the aforementioned requirements in all material respects. An examination involves performing procedures to obtain evidence about CFX's compliance with those requirements, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of CFX's compliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement. Our examination does not provide a legal determination on CFX's compliance with the specified requirements.

In our opinion, CFX complied with the aforementioned requirements for the fiscal year ended June 30, 2022, in all material respects.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 26, 2022



MANAGEMENT LETTER

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Financial Statements

We have audited the financial statements of Central Florida Expressway Authority (“CFX”) as of and for the fiscal year ended June 30, 2022, and have issued our report thereon dated October 26, 2022.

Auditor’s Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Governmental Auditing Standards*; Independent Auditor’s Report on Compliance with Bond Covenants; and Independent Accountant’s Report on an examination conducted in accordance with AICPA *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated October 26, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

To the Members of the
Central Florida Expressway Authority

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and report the results of our determination as to whether or not CFX has met one or more of the conditions described in Section 218.503(1), *Florida Statutes*, and identification of the specific condition(s) met. In connection with our audit, we determined that CFX did not meet any of the conditions described in Section 218.503(1), *Florida Statutes*.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for CFX. It is management's responsibility to monitor CFX's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), *Florida Statutes*. There were no special district component units that were required to provide financial information to CFX for the fiscal year ended June 30, 2022.

As required by Section 218.39(3)(c), *Florida Statutes*, and Section 10.554(1)(i)6, *Rules of the Auditor General*, CFX reported:

- 1) The total number of CFX employees compensated in the last pay period of CFX's fiscal year as 85.
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the CFX's fiscal year as zero.
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$8,641,812.
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$0.
- 5) Each construction project with a total cost of at least \$65,000 approved by CFX that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:
 - i. None
- 6) A budget variance based on the budget adopted under Section 189.016(4), *Florida Statutes*, before the beginning of the fiscal year being reported if CFX amends a final adopted budget under Section 189.016(6), *Florida Statutes* as \$0.

To the Members of the
Central Florida Expressway Authority

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the members of CFX's Board, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 26, 2022

F. 4.

A photograph of a Brightline train on an elevated track in a city. The train is white with green and yellow accents. The background features several modern high-rise buildings with glass facades. The sky is blue with some clouds. The Brightline logo is overlaid on the top of the image.

brightline[®]

CFX Board Meeting
Christine Kefauver
December 8, 2022

Brightline's Orlando Extension

\$4.5B

construction cost
of Florida system
(Phases 1 and 2)

86%

complete

6.6 M

construction-hours worked to date

900+

workers on the job



“Basecamp” - Vehicle Maintenance Facility

- **Construction completed Summer 2022**
- \$100M facility - 135,805 ft²
- Most advanced full maintenance facility in the region
- 175 highly skilled jobs
- 24/7 facility, will service 7 of 10 Brightline trainsets every night
- Located on 62-acre site south of Orlando International Airport
- Onsite: 80K gallon biodiesel fuel farm and train wash
- Bright Blue 2, Bright Pink 2 and Bright Green 2 are now in Orlando, Bright Orange 2 arriving later this year



Orlando Station at Orlando International Airport

- **Completion expected January 2023**
- Orlando Int'l Airport's Train Station adjacent to Terminal C
- 37,350 ft² of tenant improvements



Corridor through Orlando International Airport

- **Construction completed on schedule, October 2021**
- \$85 million corridor
- 3.5 miles of double track along Jeff Fuqua Blvd.
- 6 bridges, 2 underpasses
- Airport improvements – roundabout, new traffic interchange at Cargo Rd.
- Infrastructure for future transportation options, including embankment, bridge foundations at the tug roads and shared underpass at Cargo Rd.
- In partnership with The Greater Orlando Aviation Authority



OIA to Cocoa along Beachline Expressway/SR 528

- **Completion expected January/February 2023**
- All track has been laid along 42 track miles
- 21 structures – all completed
 - 18 bridges
 - 3 underpasses



Ballast Delivery

- Over 1.4M Tons via rail and barges
- Port Canaveral –
 - 145K tons on three barges from Nova Scotia



Cocoa to West Palm Beach



- 129 miles of track
- 91% (142 of 156) railroad crossings
*New profiles, gates, signals, sidewalks
quad gates, medians, drainage*
- 24 of 28 bridges completed
*Double tracking, new structures,
improved clearances and boat spans*
- **Test Runs at 79 and 110 MPH**



MAKING HISTORY

- October 2022 – 110 mph through Martin/St. Lucie Counties
- November 2022 – 79 mph through northern Brevard County
- January 2023 – testing at 125 mph in corridor along SR 528
- Testing ongoing through early 2023



Stay Connected

Sign up for Orlando updates



brightline



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THANK YOU



GoBrightline.com

F. 5.

FLHSMV



FLORIDA HIGHWAY SAFETY AND MOTOR VEHICLES

FHP Desk Trooper Concept

Remote Crash Investigations to Expedite Service and Enhance Safety

The Problem:

FHP's call volume and low staffing lead to higher response times and increased workload on current members

Higher response times have measurable economic and social consequences for residents and visitors

In some areas, people sometimes wait hours for a law enforcement officer to respond in order to investigate a minor crash.

Higher response times increase the possibility of secondary crashes



The Challenge:

FHP is one of the leanest highway patrols in the country.

Even if all vacancies were filled, FHP's current total authorized strength cannot fully serve the state's growing population.

FHP estimates we need an additional 300 to 500 troopers to achieve our standard to answer 85% of calls for service within 30 minutes.



What's Been Done:



Progress

Historic pay raises for current Troopers effective July 1, 2022

Increased starting salary to \$50K

\$5K recruitment bonuses for new Florida officers

FHP Merit Pay Plan to reward and retain troopers implemented October 1, 2022

As of November 1, FHP is on pace to see the fewest voluntary resignations in a decade for calendar year 2022.

What We're Doing:

Enhanced recruitment efforts via social media

Streamlined Recruitment Events

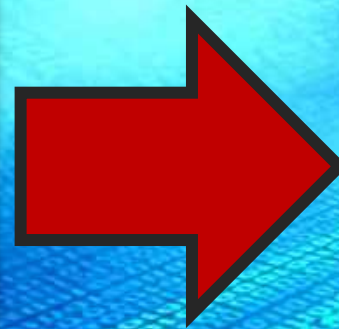
Targeted recruitment strategies based on calls for service data

Leveraging data for strategic patrol assignments to enhance response and prevention



What We CAN Do:

Introducing the Florida Highway Patrol Desk Trooper Concept



Background:

Florida Statutes require a written crash report for most crashes

Drivers are required to immediately notify law enforcement of a crash.

Long-form report is only required when a crash under specific circumstances.

For crashes that do not require a long form report, Troopers have discretion to complete a short form crash report or provide a driver exchange-of-information form.

Importantly, there is no provision that requires a law enforcement officer to respond physically to the actual scene of the crash.



Desk Trooper Concept Overview:

Troopers can serve shifts at an FHP station or Regional Communication Center.

From there, they will receive calls for minor traffic crashes based on criteria established through initial screening.

Troopers can then leverage technology to investigate the crash remotely and complete the report.



Desk Trooper Concept Overview:

When an RCC receives a crash that appears minor they will contact an involved party and ask a series of questions to determine whether the crash involves:

- Injuries
- Roadblock
- Hit and Run
- Wreckers required
- Potential DUI;
- CMV Involved; or
- Suspended, canceled, or revoked driving privileges or other criminal violations

If none of these circumstances exist and the vehicles are in a safe area, the dispatcher will offer to transfer the parties to a Desk Trooper.



Desk Trooper Concept Overview:

The Desk Trooper will use software on their computer to communicate with the driver(s) involved in the crash.

Access to the caller's location and camera will be made available to the Trooper when the on-scene party consents and clicks on a link that is sent to them via text message.

No software needs to be downloaded to the involved party's device.

The interface will allow the Trooper to view the scene, evaluate vehicle damage, and interview drivers and witnesses without having to leave the office.



Desk Trooper Concept: Road Rangers

If a Road Ranger is available, the dispatcher will arrange for them to respond to enhance safety at the scene.

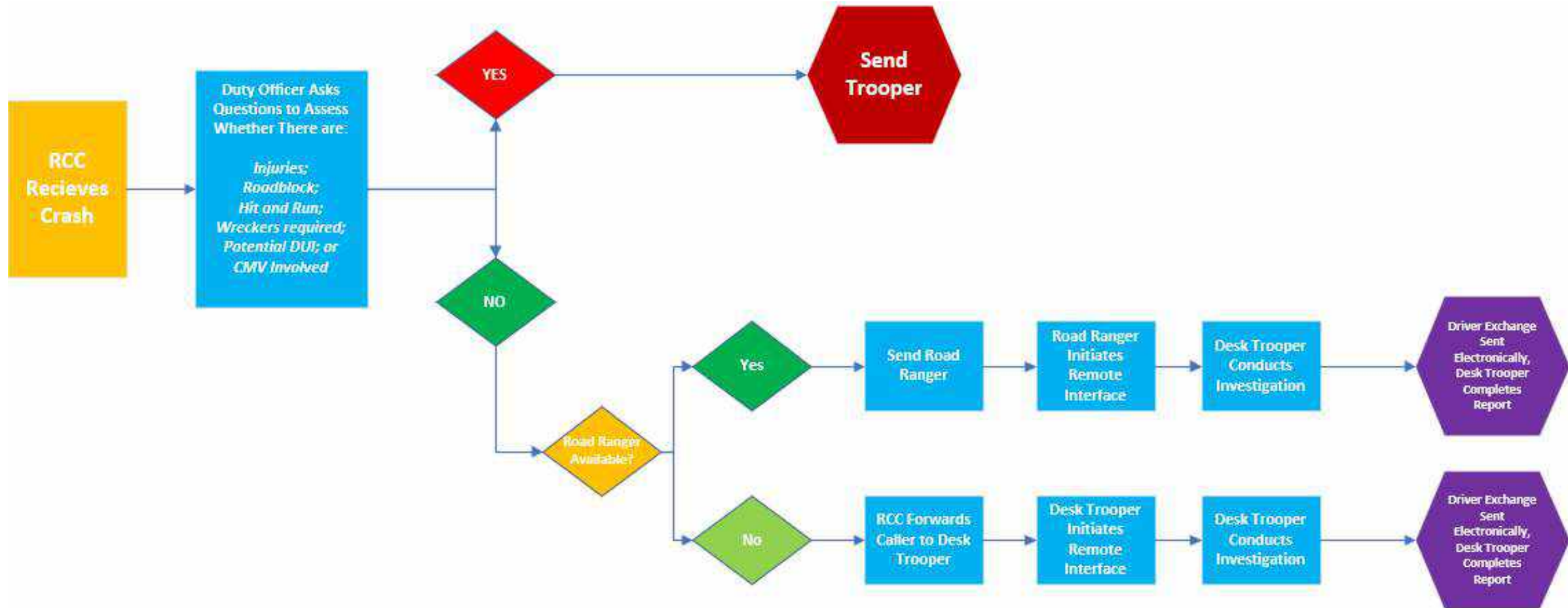
The Road Ranger may initiate the remote session with the Desk Trooper and be available to verify information for the Trooper.

If a Road Ranger is not available, the dispatcher will instruct the parties to move to a safe location and forward the call to the Desk Trooper, who will initiate the remote session and conduct the investigation.

Once the investigative phase is complete, the Trooper will send the driver exchange report to the involved parties through secure email and complete the short form report.



Desk Trooper Concept Workflow:



Desk Trooper Program Benefits:

In calendar year 2021, FHP closed 35,069 crashes with a short form report. The average time to respond to these crashes was 21:48 minutes, and the average time on scene was 55 minutes and 30 seconds.

If only 25% of short form crashes can be handled remotely, a Desk Trooper program could free up more than 3,000 hours for proactive patrol.

Other benefits of a Desk Trooper program could include:

- Reduced response times through the elimination of travel time to and from scenes.
- Faster clearance rates, allowing visitors and residents to return to their activities.
- Desk Troopers may be available to cover aide other districts were staffing issues are more pronounced.
- Improved efficiency by leveraging Troopers who are temporarily restricted from working the duty due to medical restrictions



Next Steps: Proof of Concept:



FHP will conduct a proof of concept using a cloud-based communications software that provides the following features that can make the program successful:

- Location tracking to verify crash location.
- "Silent Chat" allows Trooper and caller to chat back and forth if the caller is unable to speak.
- Access caller's phone camera (with caller's authorization) to see the scene live and take photos and videos with caller's camera.
- Supervisors can monitor session and "whisper" or "barge in" to an active incident if necessary.
- All interactions, including photos and videos, are stored on AWS cloud storage, allowing FHP to maintain any relevant records related to the incident and review the success of the program

FHP's Business Intelligence Analysts will conduct analysis of the effectiveness of the proof of concept. If indicators are positive, FHP will:

- Identify appropriate procurement strategy
- Develop robust and ongoing training for Road Rangers, Troopers and Dispatchers.
- Evaluate other call types that could be included as candidates for Desk Trooper response.
- Identify best practices for occasions where the Desk Trooper identifies a need for a physical law enforcement or emergency response.
- Fine tune effective messaging strategies and communications to the public to assure them of the benefits and legitimacy of the program

Questions?



F. 6.

2045 Master Plan Update

Glenn Pressimone, P.E. | Chief of Infrastructure

December 8, 2022



Vision

Our vision is to provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.

Mission

To build, operate and maintain a mobility network through accountability, fiscally sound practices and a community focus.

Focus

Customer-First

Sets the Course for the Future

2045 Master Plan reaffirms the policy for future operations and capital investment decisions.

**2045
Master Plan**

**Funded Five-Year
Work Plan**

**15-Year Capital
Improvement
Program**

Five-county listening tour

Leading to the 2045 Master Plan



Small Group Meetings



Technical Meetings



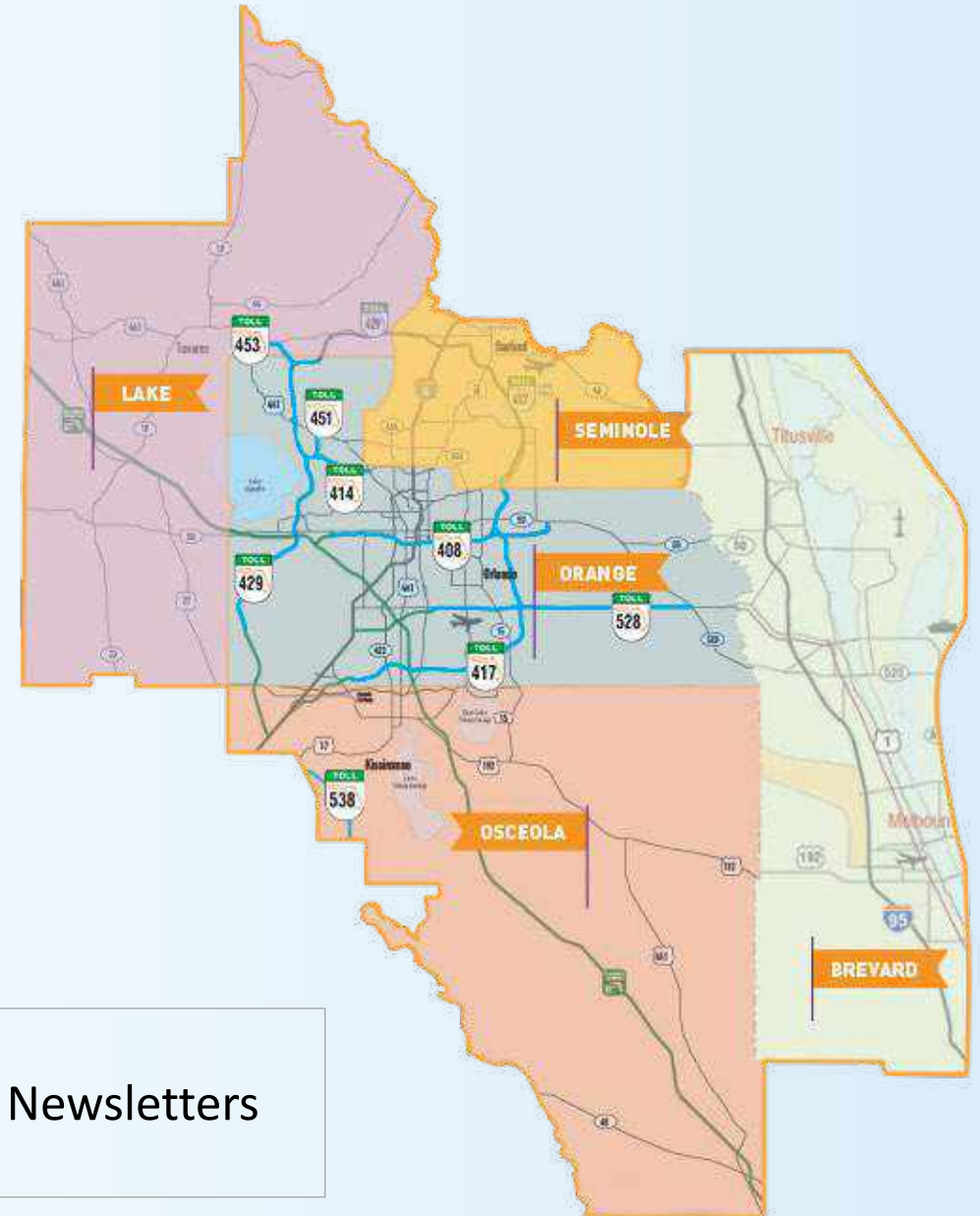
Presentations Cities,
Counties & Organizations



Online Survey



Website Newsletters



Organizations and stakeholders CFX met with

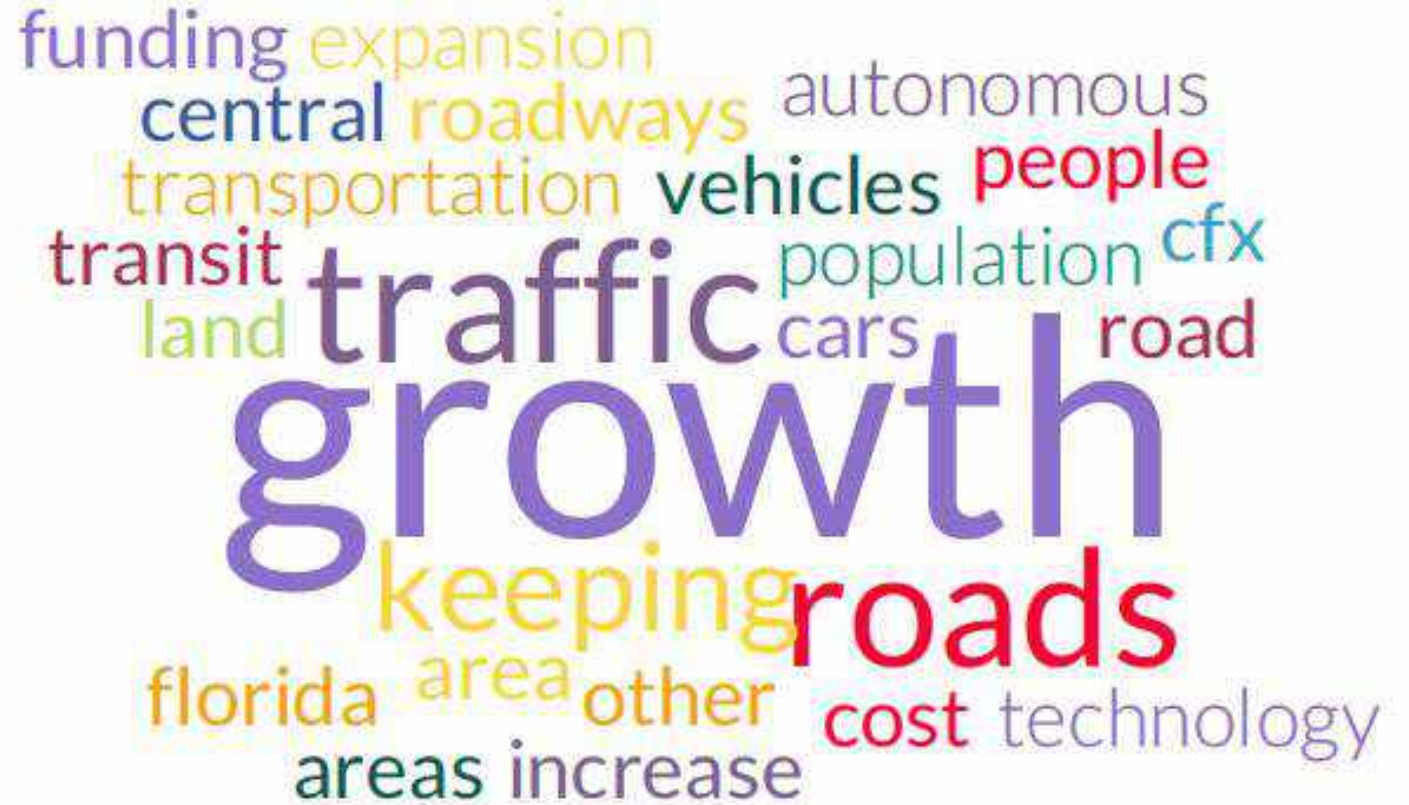
African American Chamber of Commerce of Central Florida • Apopka Area Chamber of Commerce • Association of Poinciana Villages • Astor Chamber of Commerce • Brevard County • Brevard County Board of County Commissioners • Casselberry Chamber of Commerce • Central Florida Disability Chamber • Central Florida Hotel and Lodging Association (CFHLA) • Central Florida MPO Alliance • City of Altamonte Springs • City of Apopka • City of Bay Lake • City of Belle Isle • City of Casselberry • City of Clermont • City of Edgewood • City of Eustis • City of Fruitland Park • City of Kissimmee • City of Lake Mary • City of Leesburg • City of Longwood • City of Maitland • City of Mascotte • City of Minneola • City of Mount Dora • City of Ocoee • City of Orlando • City of Oviedo • City of Sanford • City of St. Cloud • City of Tavares • City of Umatilla • City of Winter Garden • City of Winter Park • City of Winter Springs • Deseret Ranches of Florida • Downtown Orlando Partnership • Duke Energy • East Central Florida Regional Planning Council • East Lake Chamber of Commerce • East Orlando Chamber (Coffee Club East) • Elevate Lake • Embry-Riddle Aeronautical University • FDOT, Florida's Turnpike Enterprise • Florida Citrus Sports/Camping World Stadium • Florida Department of Transportation (FDOT), District 5 • Florida Polytechnic University • Florida's Space Coast Economic Development Commission • Full Sail University • Greater Orlando Aviation Authority (GOAA) • Greater Orlando Builders Association • Hispanic Chamber of Commerce of Metro Orlando • I-Drive Chamber of Commerce • Indian River County Chamber of Commerce • Kissimmee/Osceola County Chamber of Commerce • Lady Lake Chamber of Commerce • Lake County • Lake County Board of County Commissioners • Lake Eustis Area Chamber of Commerce • Lake Nona Reg. Chamber of Comm • Lake-Sumter MPO • Leesburg Area Chamber of Commerce • LYNX • Maitland Area Chamber of Commerce • MetroPlan Orlando • Mount Dora Area Chamber of Commerce • NASA/Kennedy Space Center • OEP Alliance for Regional Transportation • Orange County Board of County Commissioners • Orange County Public Schools (OCPS) • Orlando Health • Orlando Melbourne International Airport • Orlando Regional Chamber/Orlando Economic Partnership • Orlando Sanford International Airport • Osceola County • Osceola County Board of County Commissioners • Oviedo-Winter Springs Regional Chamber of Commerce • Polk County TPO • Port Canaveral • Sanford Chamber of Commerce • Seminole County • Seminole County Public Schools • Seminole County Regional Chamber of Commerce • Seminole State College • Space Coast TPO • Space Florida • St. Cloud Chamber of Commerce • Stetson University • Tavares Chamber of Commerce • The Viera Company • Titusville Area Chamber of Commerce • Town of Astatula • Town of Eatonville • Town of Lady Lake • Town of Oakland • Town of Windermere • Tri-County League of Cities (Orange, Seminole & Osceola) • West Orange Chamber of Commerce • Winter Park Chamber of Commerce

What We Heard

36 presentations

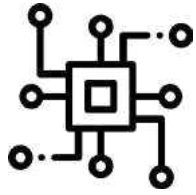
66 meetings

1,105 people reached
in Master Plan survey



Three Board Workshops

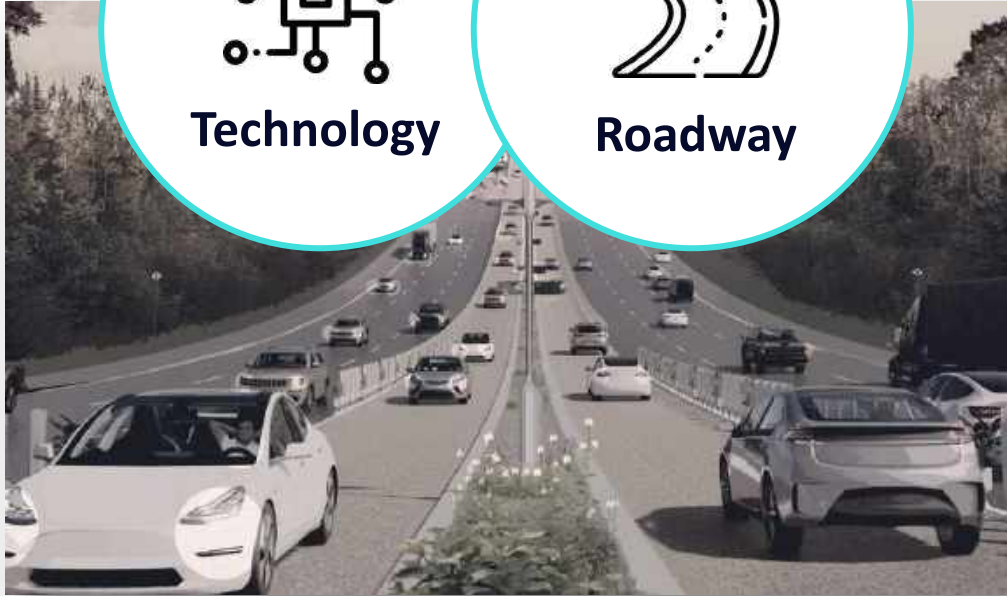
The Future of Roads



Technology



Roadway

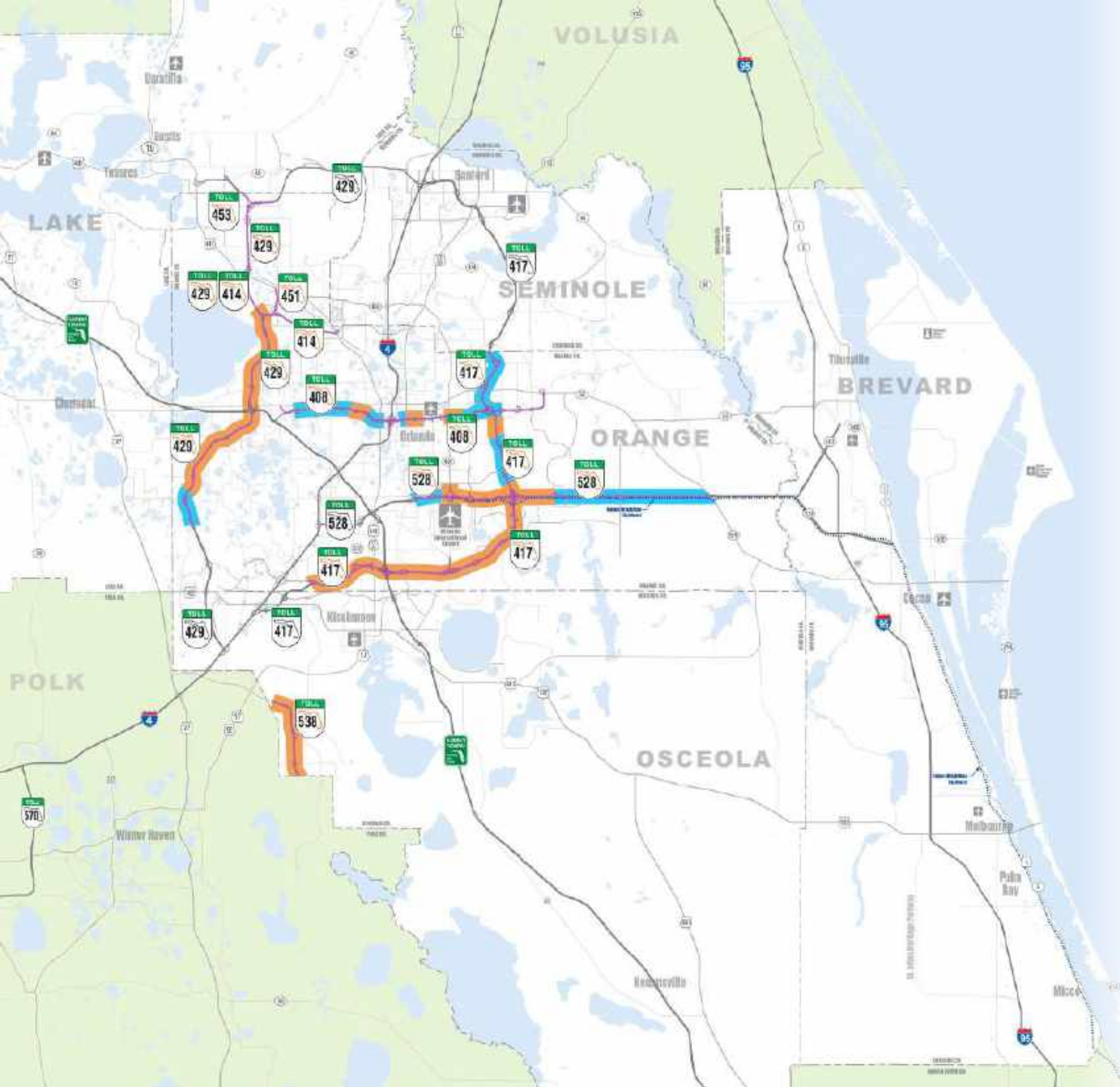


2045 Master Plan Candidate Projects

Brevard | Lake | Orange | Osceola | Seminole

2045 MASTER PLAN

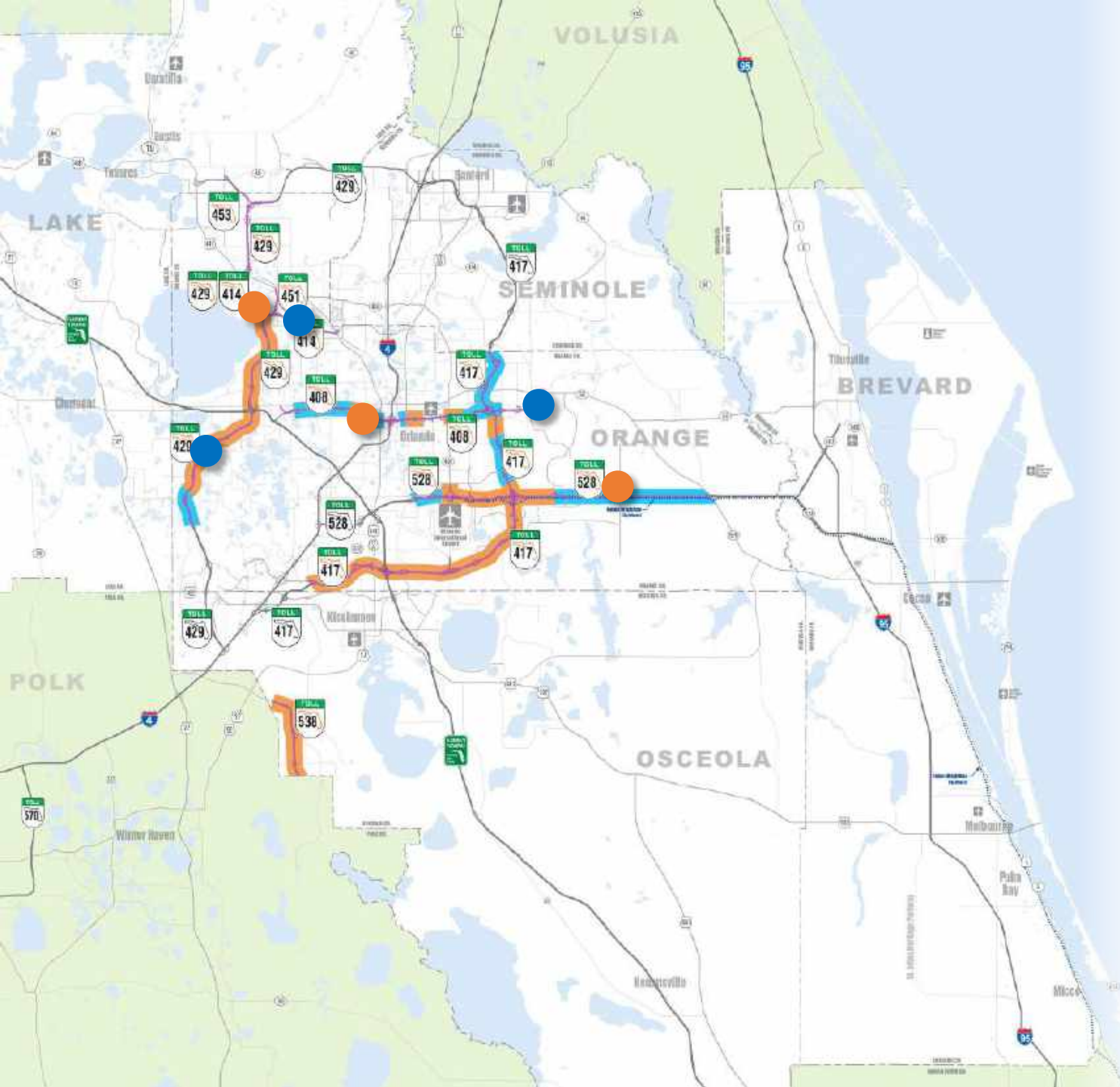
Widenings 



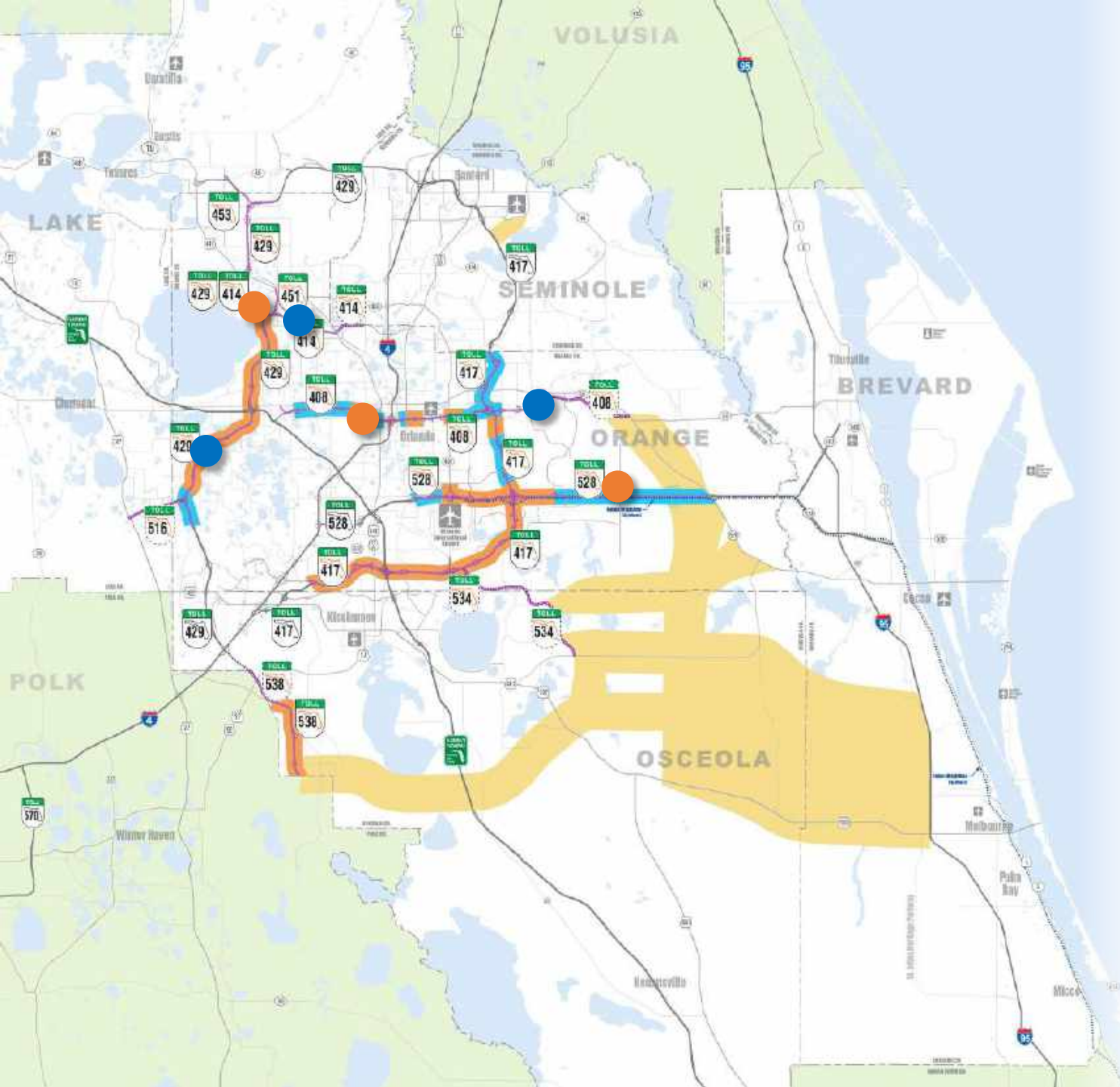
2045 MASTER PLAN

Widenings 

Interchanges 



2045 MASTER PLAN



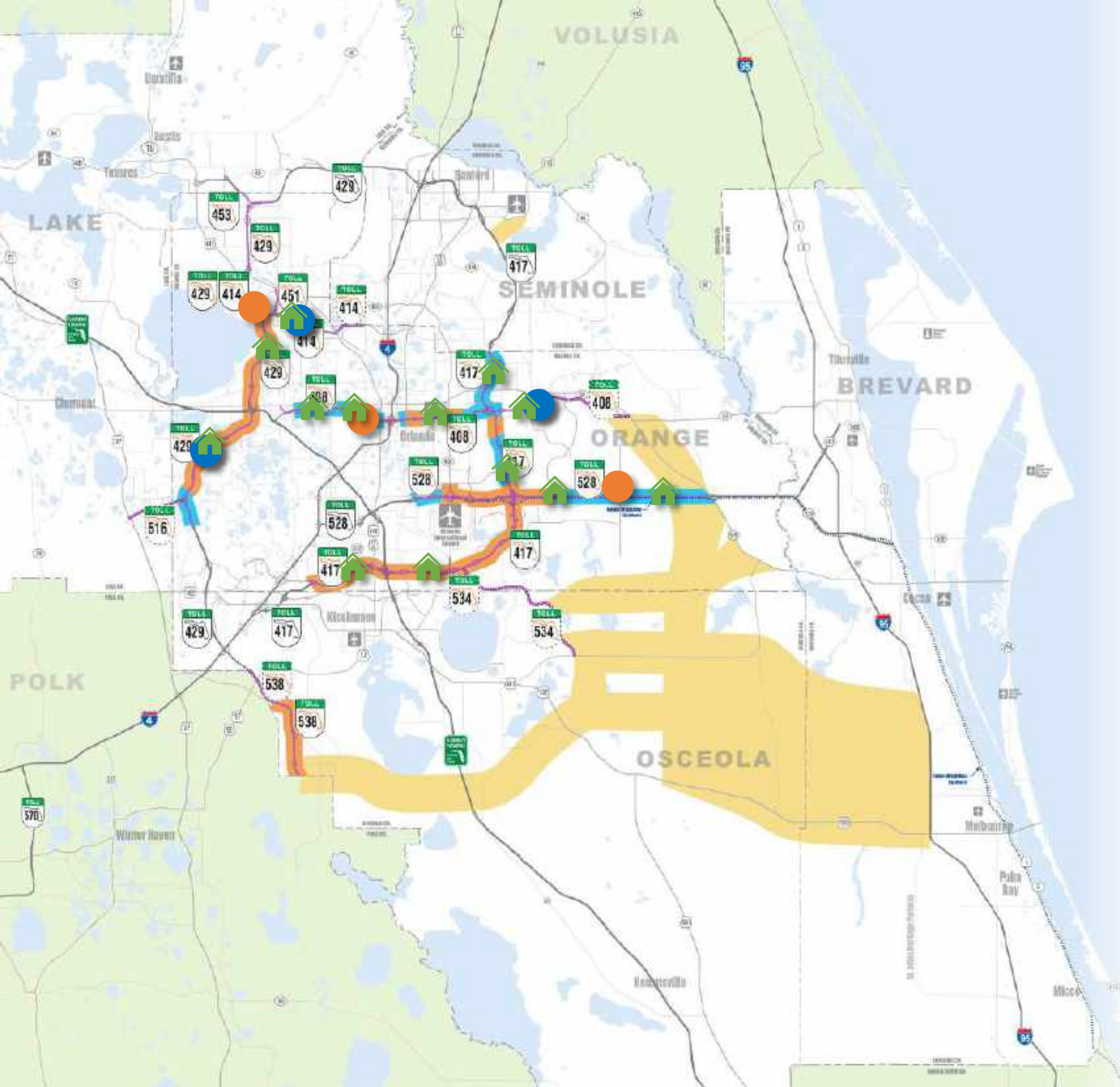
Widenings  

Interchanges  

Expansion Projects   

Planning Studies 

2045 MASTER PLAN



Widenings  

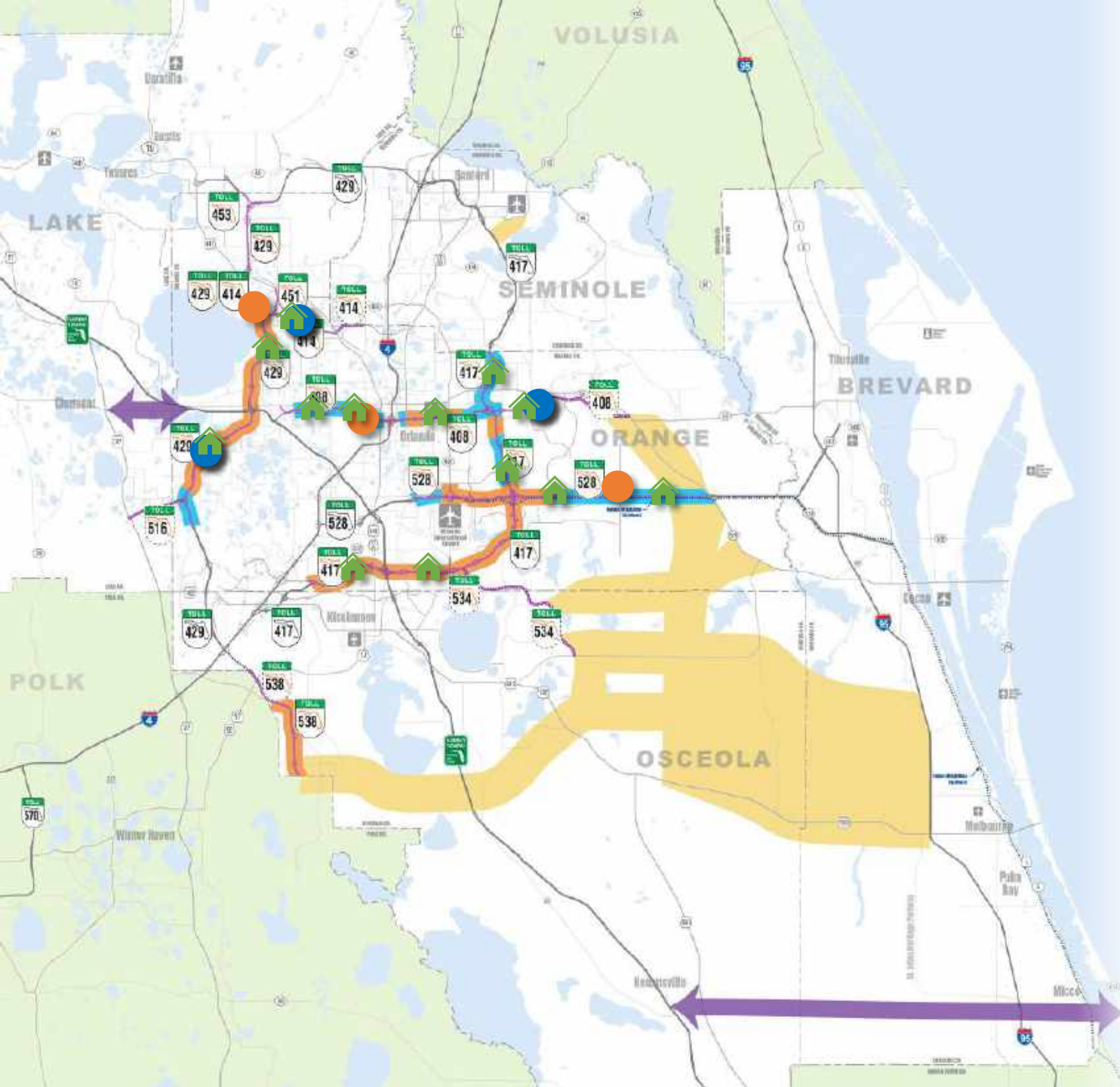
Interchanges  

Expansion Projects  

Planning Studies 

Toll Plazas to AET 

2045 MASTER PLAN



Widenings 

Interchanges 

Expansion Projects 







Planning Studies 

Toll Plazas to AET 

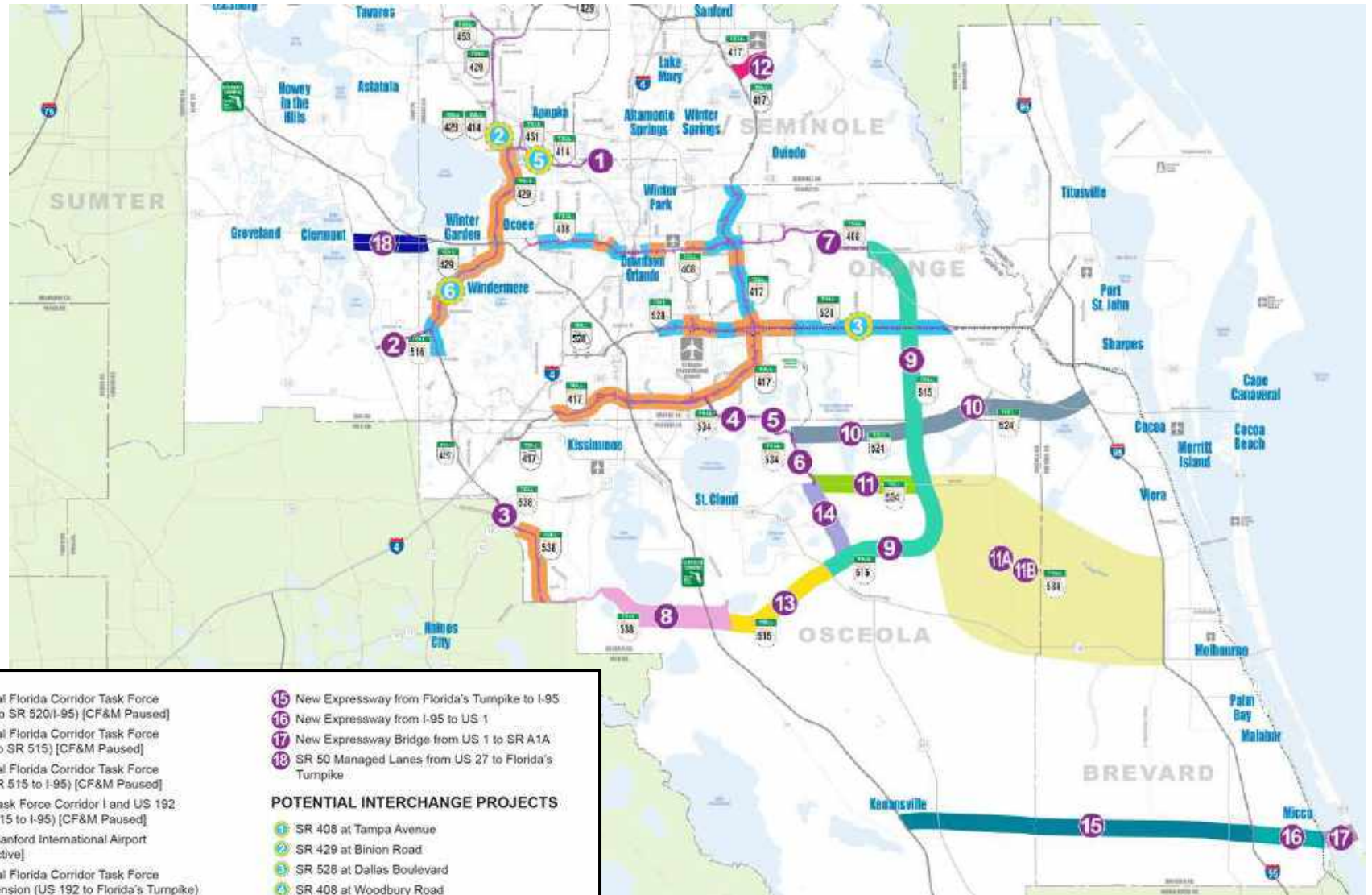
Long Range
Expansion Projects 

Proposed 2045 Master Plan Projects

LEGEND

-  Existing CFX System
-  Future CFX System
-  CFX Widening Projects (FY 2023 - 2027 Five Year Workplan)
-  CFX Anticipated Widening Projects by 2045
-  Future Poinciana Parkway/I-4 Connector (By Others)
-  Future Brightline

Map Date: November 2022

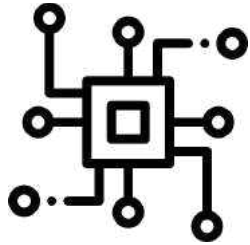


- POTENTIAL EXPANSION PROJECTS [CURRENT PROJECT PHASE]**
- 1 SR 414 Expressway Extension [Design Underway]
 - 2 SR 516 From US 27 to SR 429 [Design Underway]
 - 3 SR 538 Extension to CR 532 [Design Underway]
 - 4 SR 534 Phase 1 - SR 417 to Narcoossee Road [Design Underway]
 - 5 SR 534 Phase 2 - Narcoossee Road to Cyrils Drive [PD&E Completed]
 - 6 SR 534 Phase 3 - Cyrils Drive to Nova Road [PD&E Completed]
 - 7 SR 408 Eastern Extension [PD&E Completed]
 - 8 SR 538 Southport Connector Expressway - Poinciana Parkway to Florida's Turnpike and Canoe Creek Road [PD&E Active]
 - 9 SR 515 - East Central Florida Corridor Task Force Corridor I (US 192 to SR 408 Eastern Extension) [CF&M Completed]

- 10 SR 524 - East Central Florida Corridor Task Force Corridor D (SR 534 to SR 520/I-95) [CF&M Paused]
- 11 SR 534 - East Central Florida Corridor Task Force Corridor F (SR 534 to SR 515) [CF&M Paused]
- 11A SR 534 - East Central Florida Corridor Task Force Corridor F to I-95 (SR 515 to I-95) [CF&M Paused]
- 11B SR 534 - Hybrid of Task Force Corridor I and US 192 Improvements (SR 515 to I-95) [CF&M Paused]
- 12 SR 417 to Orlando-Sanford International Airport Connector [CF&M Active]
- 13 SR 515 - East Central Florida Corridor Task Force Corridor I South Extension (US 192 to Florida's Turnpike) [CF&M Completed]
- 14 Northeast Connector Expressway - Nova Road to US 192 [CF&M Completed]

- POTENTIAL INTERCHANGE PROJECTS**
- 15 New Expressway from Florida's Turnpike to I-95
 - 16 New Expressway from I-95 to US 1
 - 17 New Expressway Bridge from US 1 to SR A1A
 - 18 SR 50 Managed Lanes from US 27 to Florida's Turnpike
 - 1 SR 408 at Tampa Avenue
 - 2 SR 429 at Binion Road
 - 3 SR 528 at Dallas Boulevard
 - 4 SR 408 at Woodbury Road
 - 5 SR 414 at Clarcona Road
 - 6 SR 429 in the Vicinity of the Independence Mainline Toll Plaza

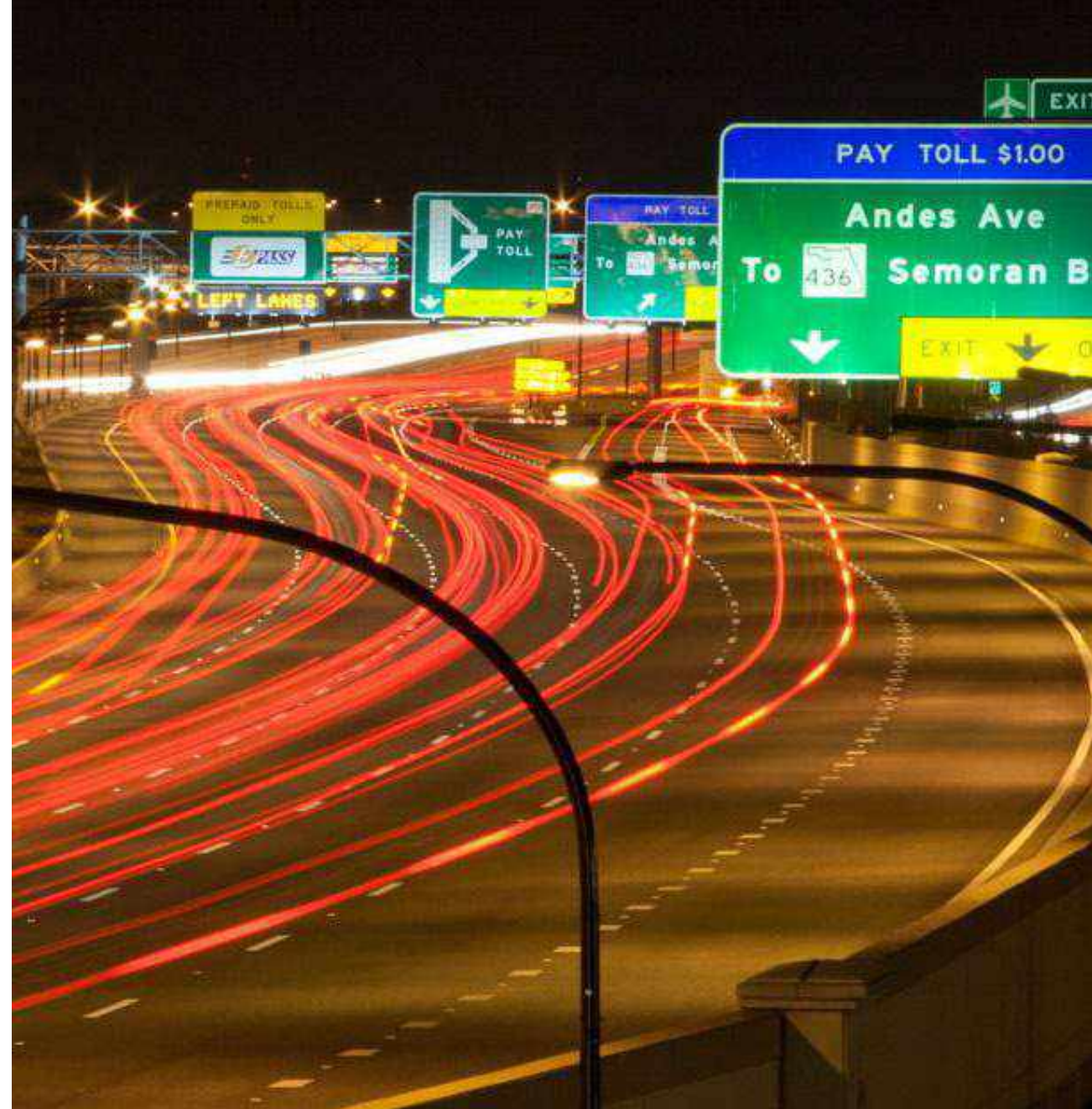
Merging of Technology + Roadway Infrastructure



Technology

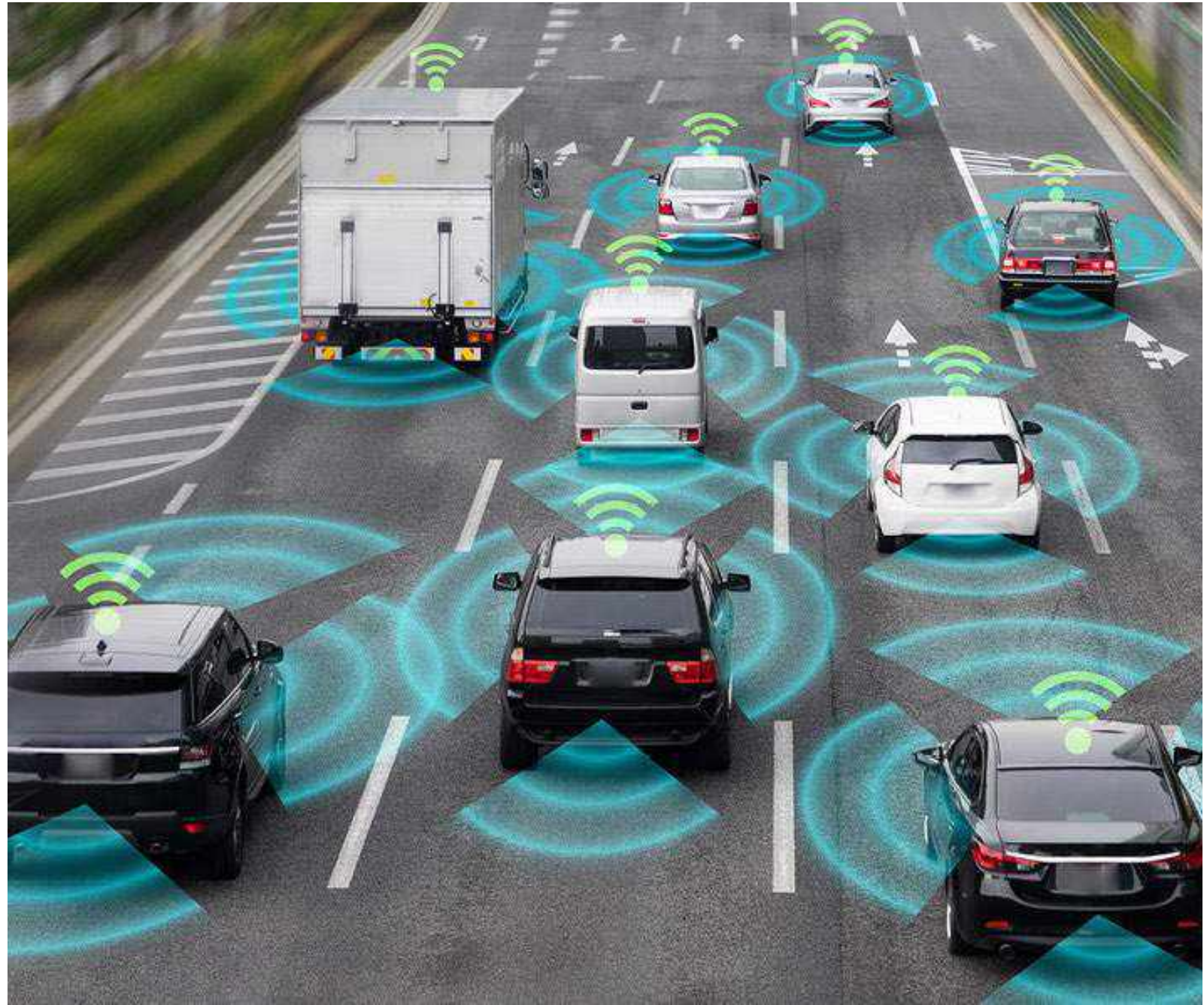


Roadway



Game Changers in Roadway Design

- Interoperability
- Connected Vehicles
- Repurposing Assets
- Reserve space for special lane(s)



Master Plan Financial Summary

Estimated Costs *(2022 dollars)*

Total Cost Range	\$22.3B - \$27.7B
• FY 2023 – 2027 Work Plan	\$4.0B
• Existing System	\$2.8B
• Expansion Projects	\$15.5B - \$20.9B

CFX Project Capacity

\$12.2B

Recommended Motion

Board adoption of the 2045 Master Plan as presented

2045 Master Plan Update

Glenn Pressimone, P.E. | Chief of Infrastructure

December 8, 2022